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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

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

GABRIEL MUNOZ, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

LUCKY STRIKE
ENTERTAINMENT, L.L.C., a
Delaware limited liability company;
LUCKY STRIKE
ENTERTAINMENT, INC., a
California corporation; VENTURA
BLVD HOLLYWOOD, L.L.C. f/k/a
LUCKY STRIKE HOLLYWOOD,
L.L.C., a Delaware limited liability
company; VENTURA BLVD LOS
ANGELES, L.L.C. f/k/a LUCKY
STRIKE LOS ANGELES, L.L.C., a
Delaware limited liability company;
VENTURA BLVD ORANGE, L.L.C.
f/k/a LUCKY STRIKE ORANGE,
L.L.C., a Delaware limited liability
company; VENTURA BLVD SAN
FRANCISCO, L.L.C. f/k/a LUCKY
STRIKE SAN FRANCISCO, L.L.C., a
Delaware limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31450

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Gabriel Munoz, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 19, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants filed Statement of
3 Information forms with the California Secretary of State designating a principal place of
4 business in Encino, County of Los Angeles, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
6 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
7 substantial portion of the transactions and occurrences related to this action occurred in this
8 county.

9 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
10 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
11 attorneys general their current or former employers for various civil penalties for violations of
12 various provisions in the California Labor Code.

13 **THE PARTIES**

14 6. Plaintiff Gabriel Munoz is a resident of Hollywood, in Los Angeles County,
15 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
16 approximately December 2021 to February 2023. Plaintiff worked as a Busser and Food
17 Runner for Defendants at their location in Hollywood, California. Plaintiff typically worked
18 five (5) to eight (8) hours per day or more, and four (4) or more days per week. At the time
19 Plaintiff’s employment with Defendants ended, he was compensated approximately \$16.04
20 per hour. Plaintiff’s job duties included, without limitation, serving customers, bussing tables,
21 stocking the bar, cleaning, and assisting servers.

22 7. On information and belief, Defendants required some employees, including
23 Plaintiff, to execute arbitration agreements at the time of their hire or during their
24 employment. On further information and belief, Defendants’ arbitration agreements were and
25 are both procedurally and substantively unconscionable. Specifically, Defendants presented
26 employees with an “Arbitration Agreement” (“Arbitration Agreement”) which had to be
27 reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was
28 among several documents presented to employees for signature during the orientation process,

1 including Employee Handbook; General Staff Expectations; Cell Phone Policy; Policy Against
2 Harassment; CA Employee Handbook Addendum; Alcohol Service and Consumption Policy;
3 Confidentiality Agreement; Employee Cash Handling Policy; Email, Internet & Password
4 Policy; and COVID-19 Policy. Also, employees did not have a meaningful opportunity to
5 negotiate the terms of the Arbitration Agreement. Rather, they were provided to Defendants'
6 employees for them to sign on a take-it or leave-it basis, along with other onboarding
7 documents. Further, Defendants did not set forth in the agreements or otherwise provide
8 employees with the rules which will govern the arbitration, instead forcing employees to seek
9 this information out on their own ("I understand that a copy of the most current JAMS Rules
10 may be obtained from Company's Human Resources Department or by visiting
11 <http://www.jamsadr.com/rulesemploymentarbitration/>").

12 8. LUCKY STRIKE ENTERTAINMENT, L.L.C. was and is, upon information
13 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
14 employer whose employees are engaged throughout this county and the State of California.

15 9. LUCKY STRIKE ENTERTAINMENT, INC. was and is, upon information and
16 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
17 employees are engaged throughout this county and the State of California.

18 10. VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY STRIKE
19 HOLLYWOOD, L.L.C. was and is, upon information and belief, a Delaware limited liability
20 company, and at all times hereinafter mentioned, an employer whose employees are engaged
21 throughout this county and the State of California.

22 11. VENTURA BLVD LOS ANGELES, L.L.C. f/k/a LUCKY STRIKE LOS
23 ANGELES, L.L.C. was and is, upon information and belief, a Delaware limited liability
24 company, and at all times hereinafter mentioned, an employer whose employees are engaged
25 throughout this county and the State of California.

26 12. VENTURA BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE,
27 L.L.C. was and is, upon information and belief, a Delaware limited liability company, and at
28 all times hereinafter mentioned, an employer whose employees are engaged throughout this

1 county and the State of California.

2 13. VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY STRIKE SAN
3 FRANCISCO, L.L.C. was and is, upon information and belief, a Delaware limited liability
4 company, and at all times hereinafter mentioned, an employer whose employees are engaged
5 throughout this county and the State of California.

6 14. Plaintiff is unaware of the true names or capacities of the Defendants sued
7 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
8 amend the complaint and serve such fictitiously named Defendants once their names and
9 capacities become known.

10 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
11 were the partners, agents, owners, or managers of LUCKY STRIKE ENTERTAINMENT,
12 L.L.C.; LUCKY STRIKE ENTERTAINMENT, INC.; VENTURA BLVD HOLLYWOOD,
13 L.L.C. f/k/a LUCKY STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD LOS ANGELES,
14 L.L.C. f/k/a LUCKY STRIKE LOS ANGELES, L.L.C.; VENTURA BLVD ORANGE, L.L.C.
15 f/k/a LUCKY STRIKE ORANGE, L.L.C.; and VENTURA BLVD SAN FRANCISCO, L.L.C.
16 f/k/a LUCKY STRIKE SAN FRANCISCO, L.L.C., at all relevant times.

17 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the
18 acts and omissions alleged herein was performed by, or is attributable to, LUCKY STRIKE
19 ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT, INC.; VENTURA
20 BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY STRIKE HOLLYWOOD, L.L.C.; VENTURA
21 BLVD LOS ANGELES, L.L.C. f/k/a LUCKY STRIKE LOS ANGELES, L.L.C.; VENTURA
22 BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.; VENTURA BLVD SAN
23 FRANCISCO, L.L.C. f/k/a LUCKY STRIKE SAN FRANCISCO, L.L.C.; and/or DOES 1
24 through 10 (collectively, “Defendants” or “LUCKY STRIKE”), each acting as the agent,
25 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
26 Defendants and was acting within the course and scope of such agency, employment, joint
27 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any
28 and all Defendants were in accordance with, and represent, the official policy of Defendants.

1 17. At all relevant times, Defendants, and each of them, ratified each and every act
2 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
3 and abetted the acts and omissions of each and all the other Defendants in proximately causing
4 the damages herein alleged.

5 18. Plaintiff is informed and believes, and thereon alleges, that each of said
6 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
7 omissions, occurrences, and transactions alleged herein.

8 19. Under California law, Defendants are jointly and severally liable as employers
9 for the violations alleged herein because they have each exercised sufficient control over the
10 wages, hours, working conditions, and employment status of Plaintiff and other non-party
11 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
12 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
13 of employment, determined their rate of pay, and maintained their employment records.
14 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
15 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
16 common-law employment relationship. As joint employers of Plaintiff and other non-party
17 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
18 available to Plaintiff and other non-party Aggrieved Employees under the law.

19 20. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
21 non-party Aggrieved Employees because Defendants have:

- 22 (a) jointly exercised meaningful control over the work performed by
23 Plaintiff and other non-party Aggrieved Employees;
24 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
25 Aggrieved Employees’ wages, hours, and working conditions, including
26 the quantity, quality standards, speed, scheduling, and operative details
27 of the tasks performed by Plaintiff and other non-party Aggrieved
28 Employees;

- 1 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
2 perform work which is an integral part of Defendants' businesses; and
3 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
4 Employees as a matter of economic reality in that Plaintiff and other
5 non-party Aggrieved Employees were dependent on Defendants, who
6 shared the power to set the wages of Plaintiff and other non-party
7 Aggrieved Employees and determined their working conditions, and
8 who jointly reaped the benefits from the underpayment of their wages
9 and noncompliance with other statutory provisions governing their
10 employment.

11 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
12 there has existed a unity of interest and ownership between Defendants such that any
13 individuality and separateness between the entities has ceased.

14 22. LUCKY STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE
15 ENTERTAINMENT, INC.; VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY
16 STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD LOS ANGELES, L.L.C. f/k/a LUCKY
17 STRIKE LOS ANGELES, L.L.C.; VENTURA BLVD ORANGE, L.L.C. f/k/a LUCKY
18 STRIKE ORANGE, L.L.C.; VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY
19 STRIKE SAN FRANCISCO, L.L.C.; and/or DOES 1 through 10 are therefore alter egos of
20 each other.

21 23. Adherence to the fiction of the separate existence of Defendants would permit
22 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
23 from liability for the wrongful acts committed by them under the name LUCKY STRIKE.

24 24. Plaintiff further alleges, upon information and belief, that the Defendants
25 LUCKY STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT,
26 INC.; VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY STRIKE HOLLYWOOD,
27 L.L.C.; VENTURA BLVD LOS ANGELES, L.L.C. f/k/a LUCKY STRIKE LOS ANGELES,
28 L.L.C.; VENTURA BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.; and

1 VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY STRIKE SAN FRANCISCO,
2 L.L.C. are alter egos of each other for the following reasons:

- 3 (a) On the California Secretary of State's website
4 (<https://bizfileonline.sos.ca.gov/>), LUCKY STRIKE
5 ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT,
6 INC.; VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY
7 STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD LOS ANGELES,
8 L.L.C. f/k/a LUCKY STRIKE LOS ANGELES, L.L.C.; VENTURA
9 BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.;
10 and VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY
11 STRIKE SAN FRANCISCO, L.L.C. have the same principal address
12 and mailing address, "16350 VENTURA BLVD STE D815, ENCINO,
13 CA 91436";
- 14 (b) According to their most recent "Statement of Information" forms filed
15 with the California Secretary of State, LUCKY STRIKE
16 ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT,
17 INC.; VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY
18 STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD LOS ANGELES,
19 L.L.C. f/k/a LUCKY STRIKE LOS ANGELES, L.L.C.; VENTURA
20 BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.;
21 and VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY
22 STRIKE SAN FRANCISCO, L.L.C. share the managers and/or officers,
23 including, but not limited to, Steven Foster;
- 24 (c) According to the California Secretary of State's website, LUCKY
25 STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE
26 ENTERTAINMENT, INC.; VENTURA BLVD HOLLYWOOD, L.L.C.
27 f/k/a LUCKY STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD
28 LOS ANGELES, L.L.C. f/k/a LUCKY STRIKE LOS ANGELES,

L.L.C.; VENTURA BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.; and VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY STRIKE SAN FRANCISCO, L.L.C. share the same agent for service of process, STEVEN FOSTER; and

(d) On information and belief, LUCKY STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT, INC.; VENTURA BLVD HOLLYWOOD, L.L.C. f/k/a LUCKY STRIKE HOLLYWOOD, L.L.C.; VENTURA BLVD LOS ANGELES, L.L.C. f/k/a LUCKY STRIKE LOS ANGELES, L.L.C.; VENTURA BLVD ORANGE, L.L.C. f/k/a LUCKY STRIKE ORANGE, L.L.C.; and VENTURA BLVD SAN FRANCISCO, L.L.C. f/k/a LUCKY STRIKE SAN FRANCISCO, L.L.C. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

25. Defendants operate a chain of facilities that include bowling alleys, billiard parlors, bars, lounges, restaurants, and venues for art and music, including approximately four (4) locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Encino, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

26. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures

1 in several documents provided at an employee's time of hire.

2 27. Upon information and belief, Defendants maintain a centralized Payroll
3 department at their corporate headquarters in Encino, California, which processes payroll for
4 all non-exempt, hourly paid employees working for Defendants at their various locations in
5 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
6 information and belief, Defendants issue the same formatted wage statements to all non-
7 exempt, hourly paid employees in California, irrespective of their work locations. Upon
8 information and belief, Defendants process payroll for departing employees in the same
9 manner throughout the State of California, regardless of the manner in which each employee's
10 employment ends.

11 28. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
15 and advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 30. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
18 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
19 were not recorded.

20 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive certain wages for overtime compensation and that they were not receiving certain
23 wages for overtime compensation.

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive at least minimum wages for compensation and that they were not receiving at least
27 minimum wages for work that was required to be done off-the-clock. In violation of the
28 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at

1 least minimum wages for work done off-the-clock.

2 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
5 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
6 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
7 other non-party Aggrieved Employees were not provided with all meal periods or payment of
8 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
9 uninterrupted, thirty (30) minute meal period.

10 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
13 payment of one (1) additional hour of pay at their regular rates of pay when they were not
14 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
15 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
16 provided with payment of one (1) additional hour of pay at their regular rates of pay when
17 they were not authorized and permitted to take a compliant rest period.

18 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive complete and accurate wage statements in accordance with California law. In
21 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
22 were not provided complete and accurate wage statements.

23 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that they had a duty to maintain accurate and complete payroll records in
25 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
26 and intentionally failed to do so.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 timely payment of wages during their employment. In violation of the California Labor Code,
2 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
3 including, but not limited to, overtime wages, minimum wages, meal and rest period
4 premiums, and/or reporting time pay, within permissible time periods.

5 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 timely payment of all wages earned upon termination of employment. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
9 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
10 meal and rest period premiums, and/or reporting time pay, within permissible time periods.

11 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they were not permitted to compel or coerce Plaintiff and other non-
13 party Aggrieved Employees to patronize their business in the purchase of anything of value,
14 but did, in fact, require Plaintiff and other non-party Aggrieved Employees to purchase
15 various items, including uniforms, from Defendants.

16 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 be paid reporting time pay when they reported to work for their usual or scheduled shift but
19 were put to work for less than half of the usual or scheduled shift. In violation of the
20 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
21 Employees reporting time pay due.

22 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that other non-party Aggrieved Employees were entitled to suitable
24 seating and/or were entitled to sit when it did not interfere with the performance of their duties
25 and also have seats nearby to use during a lull in tasks that do require moving about or
26 standing. In violation of the California Labor Code and applicable IWC Wage Order,
27 Defendants failed to provide other non-party Aggrieved Employees suitable seating.

28 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive reimbursement for all business-related expenses and costs they incurred during the
3 course and scope of their employment and that they did not receive reimbursement of
4 applicable business-related expenses and costs incurred.

5 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants knew or should have known that Defendants had a duty to provide
7 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
8 of their employment with Defendants as required by the California Wage Theft Prevention
9 Act, but failed to do so.

10 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants knew or should have known that they had a duty to compensate
12 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
13 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
14 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
15 that they were properly denied wages, all in order to increase Defendants' profits.

16 45. At all times herein set forth, PAGA provides that any provision of law under
17 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
18 assessed and collected by the LWDA for violations of the California Labor Code and
19 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
20 civil action brought on behalf of themselves and other current or former employees pursuant
21 to procedures outlined in California Labor Code section 2699.3.

22 46. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
23 person who was employed by the alleged violator and against whom one or more of the
24 alleged violations was committed."

25 47. Plaintiff and other current and former employees of Defendants are "aggrieved
26 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
27 or former employees and one or more of the alleged violations were committed against them.

28 48. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved

1 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
2 following requirements have been met:

- 3 (a) The aggrieved employee shall give written notice by online filing
4 (hereinafter "Employee's Notice") to the LWDA and by certified mail
5 to the employer of the specific provisions of the California Labor Code
6 alleged to have been violated, including the facts and theories to support
7 the alleged violations.
- 8 (b) An aggrieved employee's notice filed with the LWDA pursuant to
9 2699.3(a) and any employer response to that notice shall be
10 accompanied by a filing fee of seventy-five dollars (\$75).
- 11 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
12 employer and the aggrieved employee by certified mail that it does not
13 intend to investigate the alleged violation within sixty (60) calendar
14 days of the postmark date of the Employee's Notice. Upon receipt of
15 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
16 five (65) calendar days of the postmark date of the Employee's Notice,
17 the aggrieved employee may commence a civil action pursuant to
18 California Labor Code section 2699 to recover civil penalties in addition
19 to any other penalties to which the employee may be entitled.

20 49. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
21 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
22 provision other than those listed in Section 2699.5 after the following requirements have been
23 met:

- 24 (a) The aggrieved employee or representative shall give written notice by
25 online filing to the LWDA and by certified mail to the employer of the
26 specific provisions of the California Labor Code alleged to have been
27 violated (other than those listed in Section 2699.5), including the facts
28 and theories to support the alleged violation.

- 1 (b) An aggrieved employee's notice filed with the LWDA pursuant to
2 2699.3(c) and any employer response to that notice shall be
3 accompanied by a filing fee of seventy-five dollars (\$75).
- 4 (c) The employer may cure the alleged violation within thirty-three (33)
5 calendar days of the postmark date of the notice. The employer shall
6 give written notice by certified mail within that period of time to the
7 aggrieved employee or representative and the agency if the alleged
8 violation is cured, including a description of actions taken, and no civil
9 action pursuant to Section 2699 may commence. If the alleged violation
10 is not cured within the 33-day period, the employee may commence a
11 civil action pursuant to Section 2699.

12 50. On October 19, 2023, Plaintiff provided written notice by online filing to the
13 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
14 Code alleged to have been violated, including facts and theories to support the alleged
15 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
16 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
17 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
18 Plaintiff PAGA Case Number LWDA-CM-988845-23. A true and correct copy of Plaintiff's
19 written notice to the LWDA and Defendants dated October 19, 2023, is attached hereto as
20 "Exhibit 1."

21 51. As of the filing date of this complaint, over 65 days have passed since Plaintiff
22 sent the initial written notice described above, and the LWDA has not responded that it
23 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

24 52. Thus, Plaintiff has satisfied the administrative prerequisites under California
25 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
26 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a),
27 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

28 53. Labor Code section 558(a) provides "[a]ny employer or other person acting on

1 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
2 provision regulating hours and days of work in any order of the Industrial Welfare
3 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was
5 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
6 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
7 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
8 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
9 as a private attorney general, seeks assessment and collection of civil penalties under Labor
10 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
11 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
12 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
13 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
14 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
15 applicable IWC Wage Order.

16 54. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
18 Employees’ rights by violating various sections of the California Labor Code as set forth
19 above.

20 55. As set forth below, Defendants have violated numerous provisions of both the
21 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
22 Order.

23 56. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
24 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
25 private attorney general, seeks assessment and collection of civil penalties for himself, all
26 other non-party Aggrieved Employees, and the State of California against Defendants for
27 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a),
28 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

1 **FIRST CAUSE OF ACTION**

2 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 58. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
9 450, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
10 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
11 Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

12 59. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
15 Wage Order for Defendants’ failure to compensate Plaintiff and other
16 non-party Aggrieved Employees with all required overtime pay, as set
17 forth below;
- 18 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
19 the applicable IWC Wage Order for Defendants’ failure to compensate
20 Plaintiff and other non-party Aggrieved Employees with at least
21 minimum wages for all hours worked, as set forth below;
- 22 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
24 and other non-party Aggrieved Employees with meal periods, as set
25 forth below;
- 26 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
27 applicable IWC Wage Order for Defendants’ failure to authorize and
28 permit Plaintiff and other non-party Aggrieved Employees to take rest

- 1 periods, as set forth below;
- 2 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
- 3 IWC Wage Order for failure to provide accurate and complete wage
- 4 statements to Plaintiff and other non-party Aggrieved Employees, as set
- 5 forth below;
- 6 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 7 IWC Wage Order for failure to maintain payroll records, as set forth
- 8 below;
- 9 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
- 10 during employment, as set forth below;
- 11 (h) Violation of Labor Code section 201 and 202 for failure to pay all
- 12 earned wages upon termination, as set forth below;
- 13 (i) Violation of Labor Code section 450 for compelling Plaintiff and other
- 14 non-party Aggrieved Employees to patronize Defendants' or any other
- 15 person's business in the purchase of anything of value, as set forth
- 16 below;
- 17 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
- 18 Order for failure to pay reporting time pay when Plaintiff and other non-
- 19 party Aggrieved Employees were put to work for less than half of their
- 20 regular scheduled shifts, as set forth below;
- 21 (k) Violation of Labor Code section 1198 for failing to provide suitable
- 22 seating to other non-party Aggrieved Employees, as set forth below;
- 23 (l) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
- 24 and other non-party Aggrieved Employees for all business expenses
- 25 necessarily incurred, as set forth below; and
- 26 (m) Violation of Labor Code section 2810.5 for failure to provide notice of
- 27 material terms of employment, as set forth below.

28 //

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 60. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 61. California Labor Code section 1198 and the applicable IWC Wage Order
9 provide that it is unlawful to employ persons without compensating them at a rate of pay
10 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 62. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
16 (40) hours in a workweek.

17 63. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 64. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
25 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
26 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
27 in a day on the seventh (7th) day of work.

28 65. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 66. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy of discouraging and impeding Plaintiff and other non-party Aggrieved
8 Employees from recording hours worked that were outside of their scheduled shifts, in order to
9 limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled
10 with Defendants' assignment of heavy workloads (*see infra*), led Plaintiff and other non-party
11 Aggrieved Employees to work off-the-clock after their scheduled shift times. For example, on
12 multiple occasions when Plaintiff and other non-party Aggrieved Employees worked until about
13 4:00 A.M., Defendants' management instructed them not to clock out, and that management
14 would handle clocking out employees. On information and belief, Defendants' management
15 later clocked those employees out at 3:00 A.M., the scheduled shift end time, resulting in
16 Defendants shaving an hour of Plaintiff's and other non-party Aggrieved Employees' time
17 worked. Thus, Defendants failed to correctly track this time spent working after scheduled
18 shifts, and Plaintiff and other non-party Aggrieved Employees received no compensation for
19 this time.

20 67. Second, on information and belief, Defendants had, and continue to have, a
21 company-wide policy of understaffing their locations, resulting in a failure to provide Plaintiff
22 and other non-party Aggrieved Employees with adequate meal period coverage, because there
23 were too few employees on duty to handle the workload and attend to guests and customers.
24 Because Defendants did not employ or staff a sufficient number of employees to meet guest or
25 customer demand, there was no one available to relieve employees needing meal period
26 coverage, and Plaintiff and other non-party Aggrieved Employees were not always afforded
27 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
28 period. Moreover, Defendants have a practice of failing to schedule meal periods, which

1 further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their
2 duties for compliant meal periods. For example, Plaintiff worked through his meal periods
3 approximately 5-10 times per month in order to keep up with customer demand, but was not
4 paid for this time (*see infra*). Consequently, Plaintiff and other non-party Aggrieved
5 Employees performed work during meal periods for which they were not paid.

6 68. Further, because Defendants frowned upon employees accruing meal period
7 penalties, Defendants' management adjusted employee time records to reflect compliant meal
8 periods and/or pressured them to clock out for meal periods, regardless of whether they had
9 received a compliant meal period or not, in order to strictly limit meal penalties that would
10 need to be paid by Defendants. In addition, Defendants' company-wide timekeeping system
11 prevented Plaintiff and/or other non-party Aggrieved Employees from recording all hours
12 worked when their meal periods were shortened or interrupted, because the system locked out
13 Plaintiff and/or other non-party Aggrieved Employees once they clocked out for a meal
14 period, and would not permit them to clock back in from a meal period until 30 minutes had
15 elapsed. Thus, Defendants' timekeeping system further prevented Plaintiff and/or other non-
16 party Aggrieved Employees from recording all hours worked when their meal periods were
17 shortened or interrupted.

18 69. Defendants knew or should have known that as a result of these company-wide
19 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
20 assigned duties off-the-clock after their shifts and during meal periods, and were suffered or
21 permitted to perform work for which they were not paid. Because Plaintiff and other non-
22 party Aggrieved Employees regularly worked shifts of eight (8) hours a day or more, or forty
23 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
24 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
25 wages for all of the overtime hours they actually worked.

26 70. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 the balance of overtime compensation as required by California law, violates the provisions of
28 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY MINIMUM WAGES**

4 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

5 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
6 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
7 to be paid to employees, and the payment of a wage less than the minimum so fixed is
8 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time
9 during which an employee is subject to the control of an employer, and includes all the time
10 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code
11 Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

12 72. First, as stated above, as a result of Defendants’ policy of limiting the amount
13 of overtime employees could accrue, Defendants required Plaintiff and other non-party
14 Aggrieved Employees to perform work off-the-clock after their scheduled shifts. However,
15 Defendants failed to correctly track this time Plaintiff and other non-party Aggrieved
16 Employees spent working off-the-clock, and thus, Plaintiff and other non-party Aggrieved
17 Employees received no compensation for this time.

18 73. Second, as stated above, due to Defendants’ company-wide practices of
19 understaffing, assigning heavy workloads, failure to schedule meal periods, and subsequent
20 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were
21 impeded from taking all uninterrupted meal periods to which they were entitled and were
22 required to work during their meal periods, time for which they were not paid.

23 74. Moreover, as stated, in order to prevent employees from accruing meal period
24 penalties, upon information and belief, Defendants’ management adjusted employee time
25 records to reflect compliant meal periods and/or pressured them to clock out for meal periods,
26 but required them to continue working, time for which they were not paid. Moreover, as
27 stated, Defendants’ timekeeping system prevented Plaintiff and/or other non-party Aggrieved
28 Employees from entering time worked during meal periods because the system locked out

1 Plaintiff and/or other non-party Aggrieved Employees for a full 30 minutes. Thus, Defendants
2 systematically failed to pay Plaintiff and/or other non-party Aggrieved Employees for actual
3 hours worked during unpaid meal periods because these hours were not always correctly
4 recorded.

5 75. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
6 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
7 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
8 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
9 1194, 1197, and 1198.

10 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
11 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
13 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
15 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

16 77. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
18 non-party Aggrieved Employees' employment by Defendants.

19 78. At all relevant times herein set forth, California Labor Code section 512(a)
20 provides that an employer may not require, cause, or permit an employee to work for a period
21 of more than five (5) hours per day without providing the employee with a meal period of not
22 less than thirty (30) minutes, except that if the total work period per day of the employee is
23 not more than six (6) hours, the meal period may be waived by mutual consent of both the
24 employer and the employee. Under California law, first meal periods must start after no more
25 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

26 79. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

1 80. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
2 and the applicable IWC Wage Order also require employers to provide a second meal period
3 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
4 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
5 total hours worked is no more than twelve (12) hours, the second meal period may be waived
6 by mutual consent of the employer and the employee only if the first meal period was not
7 waived.

8 81. During the relevant time period, as stated, Defendants had, and continue to
9 have, a company-wide policy and/or practice of understaffing, assigning heavy workloads, and
10 failing to schedule meal periods, which resulted in a lack of meal period coverage and
11 prevented from taking all timely, uninterrupted meal periods to which they were entitled. As a
12 result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
13 their meal periods, had their meal periods interrupted, and/or wait extended periods of time
14 before taking meal periods to which they were entitled. For example, as stated, approximately
15 5-10 times per month, Plaintiff missed his meal periods entirely. Occasionally, Plaintiff took
16 his meal periods late, after the fifth hour of work, due to customer demand.

17 82. Furthermore, as stated, because Defendants frowned upon employees accruing
18 meal period penalties, Defendants' management adjusted employee time records and/or
19 pressured them to clock out for meal periods, regardless of whether they had received a
20 compliant meal period or not, in order to strictly limit meal penalties that would need to be
21 paid by Defendants. For example, Defendants' management would present Plaintiff and other
22 non-party Aggrieved Employees with an "Employee Request for Adjustment of Clock In/Out"
23 form and pressure them to sign the falsified form reflecting "corrected" meal period punches.

24 83. Additionally, as stated, Defendants' company-wide timekeeping system
25 prevented Plaintiff and/or other non-party Aggrieved Employees from recording when their
26 meal periods were shortened or interrupted, because the system locked out Plaintiff and/or
27 other non-party Aggrieved Employees once they clocked out for a meal period, and would not
28 permit them to clock back in from a meal period before 30 minutes had elapsed.

1 84. Moreover, Defendants did not provide other non-party Aggrieved Employees
2 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
3 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
4 waivers on days that they were entitled to meal periods and were not relieved of all duties.

5 85. At all times mentioned herein, Defendants knew or should have known that as a
6 result of their company-wide policies and/or practices, Plaintiff and other non-party
7 Aggrieved Employees were prevented from being relieved of all duties and required to
8 perform some of their assigned duties during meal periods. Defendants further knew or
9 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
10 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

11 86. Furthermore, Defendants engaged in a company-wide practice and/or policy of
12 not paying all meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
14 have not received premium pay for missed, late, and interrupted meal periods.

15 87. Defendants' conduct violates the applicable IWC Wage Order, and California
16 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
17 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
18 558 and/or 2699(a), (f), and (g).

19 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

20 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

21 88. At all relevant times herein set forth, the applicable IWC Wage Order and
22 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
23 non-party Aggrieved Employees' employment by Defendants.

24 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
25 employer shall authorize and permit all employees to take rest periods, which insofar as
26 practicable shall be in the middle of each work period" and that the "rest period time shall be
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
28 hours or major fraction thereof" unless the total daily work time is less than three and one-half

1 (3 ½) hours.

2 90. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC. To comply with its obligation to authorize and permit rest
5 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
6 employer must “relinquish any control over how employees spend their break time, and
7 relieve their employees of all duties—including the obligation that an employee remain on
8 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
9 *Inc.*, 2 Cal. 5th 257, 273 (2016).

10 91. Pursuant to the applicable IWC Wage Order and California Labor Code section
11 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
12 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
13 required rest period was not authorized and permitted.

14 92. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
16 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
17 Defendants’ company-wide policy and/or practice of understaffing and assigning heavy
18 workloads resulted in a lack of rest period coverage and prevented Plaintiff and other non-
19 party Aggrieved Employees from being relieved of all duty in order to take compliant rest
20 periods. Defendants also failed to schedule rest periods, which, coupled with Defendants’
21 failure to provide adequate rest period coverage, further led to Plaintiff and other non-party
22 Aggrieved Employees not being authorized and permitted to take rest periods.

23 93. As a result of Defendants’ practices and policies, Plaintiff and other non-party
24 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
25 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
26 were entitled. For example, throughout his employment, Plaintiff had to forego nearly all of
27 his rest periods because the restaurant was busy and did not have coverage.

28 94. Furthermore, on information and belief, Defendants maintained and

1 implemented a company-wide on-premises rest period policy, which effectively required that
2 Plaintiff and other non-party Aggrieved Employees remain on the premises during their rest
3 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
4 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
5 periods freely for their own purposes, such as running personal errands. Thus, Defendants
6 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
7 rest periods.

8 95. Defendants have also engaged in a systematic, company-wide practice and/or
9 policy of not paying rest period premiums owed when rest periods are not authorized and
10 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
11 Employees have not received premium pay for all missed rest periods. Accordingly,
12 Defendants failed to authorize and permit all compliant rest periods and failed to pay the full
13 rest period premiums due.

14 96. Defendants' conduct violates the applicable IWC Wage Order and California
15 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
16 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 558 and/or 2699(a), (f), and (g).

18 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
19 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

20 97. At all relevant times herein, California Labor Code section 226(a) provides that
21 every employer shall furnish each of his or her employees an accurate and complete itemized
22 wage statement in writing, including, but not limited to, the name and address of the legal
23 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
24 applicable rates of pay.

25 98. During the relevant time period, Defendants have knowingly and intentionally
26 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
27 inaccurate wage statements. For example, Defendants issued uniform wage statements to
28 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages

1 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
2 the pay period, including rates of pay for overtime wages, and the corresponding number of
3 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
4 226(a)(2), 226(a)(5), and 226(a)(9).

5 99. Because Defendants did not record the time Plaintiff and other non-party
6 Aggrieved Employees spent working off-the-clock and deducted time from their records for
7 meal periods that were interrupted and/or missed (and therefore time for which they should
8 have been paid), Defendants did not list the correct amount of gross wages and net wages
9 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
10 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
11 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
12 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
13 pay in effect during the pay period and the corresponding accurate number of hours worked at
14 each hourly rate, in violation of section 226(a)(9).

15 100. The wage statement deficiencies also include, among other things, failing to list
16 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
17 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
18 for which aggrieved employees were paid; failing to list the name of the employee and only
19 the last four digits of his or her social security number or an employee identification number
20 other than a social security number; failing to list the name and address of the legal entity that
21 is the employer; and/or failing to state all hours worked as a result of not recording or stating
22 hours worked off-the-clock.

23 101. California Labor Code section 1174(d) provides that “[e]very person employing
24 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
25 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
26 plants or establishments at which employees are employed, payroll records showing the hours
27 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
28 applicable piece rate paid to, employees employed at the respective plants or

1 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
2 civil penalty if they fail to maintain accurate and complete records as required by section
3 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
4 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
5 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
6 as a result of failing to record the off-the-clock hours that they worked.

7 102. California Labor Code section 1198 provides that the maximum hours of work
8 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
9 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
10 employment of any employees for longer hours than those fixed by the order or under
11 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
12 Wage Order, employers are required to keep accurate time records showing when the
13 employee begins and ends each work period and meal period. During the relevant time
14 period, Defendants engaged in company-wide practice and/or policy of failing to record actual
15 hours worked (including falsifying time records by recording that compliant meal periods
16 were taken regardless if or when meal periods were actually taken), and thereby failed to keep
17 accurate records of work period and meal period start and stop times for Plaintiff and other
18 non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of
19 Defendants’ failure to provide other non-party Aggrieved Employees with second 30-minute
20 meal periods to which they were entitled, Defendants kept no records of meal start and end
21 times for second meal periods.

22 103. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

25 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

26 **VIOLATION OF LABOR CODE SECTION 204**

27 104. At all relevant times herein set forth, California Labor Code section 204
28 requires that all wages earned by any person in any employment between the 1st and the 15th

1 days, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the 16th and the 26th day of the month during which
3 the labor was performed. Labor Code section 204 further provides that all wages earned by
4 any person in any employment between the 16th and the last day, inclusive, of any calendar
5 month, other than those wages due upon termination of an employee, are due and payable
6 between the 1st and the 10th day of the following month.

7 105. At all relevant times herein, California Labor Code section 204 also requires
8 that all wages earned for labor in excess of the normal work period shall be paid no later than
9 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
10 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
11 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
12 more than seven (7) calendar days following the close of the payroll period.

13 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and
14 other non-party Aggrieved Employees all wages due to them within any time period specified
15 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
16 wages, meal and rest period premiums, and/or reporting time pay.

17 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
18 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES UPON TERMINATION**

20 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

21 108. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
22 that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
24 her employment, his or her wages shall become due and payable not later than seventy-two
25 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the
27 time of quitting.

28 109. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 other non-party Aggrieved Employees who are no longer employed by Defendants the earned
2 and unpaid wages set forth above, including but not limited to, overtime wages, minimum
3 wages, meal and rest period premiums, and/or reporting time pay, either at the time of
4 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

5 110. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
6 who are no longer employed by Defendants their wages earned and unpaid at the time of
7 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
8 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
9 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
10 2699(a), (f), and (g).

11 **COMPELLING PATRONIZATION**

12 **VIOLATION OF LABOR CODE SECTIONS 450**

13 111. At all relevant times herein, California Labor Code section 450 provides that an
14 employer may not "compel or coerce any employee, or applicant for employment, to patronize
15 his or her employer, or any other person, in the purchase of anything of value." An employer
16 violates section 450 by forcing an employee to patronize the employer's business in the
17 purchase of a company-provided good.

18 112. During the relevant time period, Defendants had a company-wide policy of
19 failing to provide a sufficient number of uniform items to Plaintiff and other non-party
20 Aggrieved Employees in relation to the shifts they were scheduled to work.

21 113. During his employment, Plaintiff was scheduled to work four (4) or more days
22 per week, but Defendants provided him with only two (2) uniform shirts, forcing him to
23 purchase additional shirts from Defendants in order to comply with their uniform policy.
24 Plaintiff estimates he spent approximately \$24-\$40 on 3-5 additional uniform shirts. Thus,
25 Defendants provided an insufficient quantity of uniform shirts to employees for the shifts they
26 were required to work, forcing employees to purchase additional uniform items directly from
27 Defendants.

28 114. Defendants' conduct of compelling and/or coercing Plaintiff and other non-party

1 Aggrieved Employees to purchase goods, services, or anything of value, is in violation of
2 California Labor Code section 450. Plaintiff and other non-party Aggrieved Employees are
3 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f) and (g).

4 **FAILURE TO PAY REPORTING TIME PAY**

5 **VIOLATION OF LABOR CODE SECTION 1198**

6 115. California Labor Code section 1198 makes it illegal to employ an employee
7 under conditions of labor that are prohibited by the applicable IWC Wage Order. California
8 Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the
9 commission shall be the . . . standard conditions of labor for employees. The employment of
10 any employee . . . under conditions of labor prohibited by the order is unlawful.”

11 116. California Code of Regulations, Title 8, section 11050(5)(A) provides that
12 “[e]ach workday an employee is required to report for work and does report, but is not put to
13 work or is furnished less than half said employee’s usual or scheduled day’s work, the
14 employee shall be paid for half the usual or scheduled day’s work, but in no event for less
15 than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which
16 shall not be less than the minimum wage.” The “primary purpose of the reporting time
17 regulation” is “to guarantee at least partial compensation for employees who report to work
18 expecting to work a specified number of hours, and who are deprived of that amount because
19 of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch*
20 *Cellular*, 209 Cal. App. 4th 556 (2012).

21 117. During the relevant time period, Defendants violated California Labor Code
22 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
23 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time
24 pay when they reported to work for their scheduled shift but were put to work for less than
25 half of the usual or scheduled day’s work.

26 118. On information and belief, Defendants had a company-wide practice of sending
27 Plaintiff and other non-party Aggrieved Employees home early from their shifts, including
28 before they had worked at least half of their usual or scheduled shift, but would not pay

1 Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift.
2 For example, a few times throughout his employment, Defendants' managers sent Plaintiff
3 home before he had an opportunity to work at least half of his scheduled shift, but on
4 information and belief, Plaintiff was only paid for the time he had worked. Although Plaintiff
5 and other non-party Aggrieved Employees would report to work based on the schedule that
6 Defendants provided to them, Defendants would send them home before they had worked at
7 least half of their scheduled shifts without giving them reporting time pay.

8 119. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
9 properly compensated with reporting time pay in violation of California Labor Code section
10 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other
11 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
12 Labor Code sections 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE SUITABLE SEATING**
14 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
15 **REGULATIONS, TITLE 8, SECTION 11050(14)(A)**

16 120. At all relevant times herein, California Labor Code section 1198 makes it
17 illegal to employ an employee under conditions of labor that are prohibited by the applicable
18 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
19 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
20 The employment of any employee . . . under conditions of labor prohibited by the order is
21 unlawful.”

22 121. California Code of Regulations, Title 8, section 11050(14)(A) provides that
23 “[a]ll working employees shall be provided with suitable seats when the nature of the work
24 reasonably permits the use of seats.”

25 122. Plaintiff alleges that Defendants' California restaurants are generally similar in
26 their layout and design and there was, and continues to be space behind host stands to allow
27 for the presence and use of a seat or stool by other non-party Aggrieved Employees (with
28 reasonable or no modification to these work areas) during the performance of their work

1 duties. Defendants could have provided other non-party Aggrieved Employees with a seat or
2 stool at their host stands, but instead deny employees seating and force other non-party
3 Aggrieved Employees to stand throughout the day.

4 123. Other non-party Aggrieved Employees spent a substantial portion of their day
5 behind or at these host stands. The nature of the work of an employee performing host duties
6 at host stands can reasonably be accomplished from a seated position. However, Defendants
7 systematically, and on a company-wide basis, did not provide seats or stools at or near the
8 host stands, forcing other non-party Aggrieved Employees to stand throughout their work
9 shifts.

10 124. During the relevant time period, Defendants violated California Labor Code
11 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other
12 non-party Aggrieved Employees were not allowed to sit, even when the nature of their work
13 would reasonably permit the use of seats, nor were they provided with suitable seats.
14 Defendants' management did not inform other non-party Aggrieved Employees that they were
15 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
16 sitting.

17 125. As a result of Defendants' company-wide policy and/or practice of prohibiting
18 employees from sitting during their shifts and failure to provide suitable seating, other non-
19 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
20 failure to provide suitable seating to other non-party Aggrieved Employees violated and
21 continues to violate California Labor Code section 1198 and IWC Wage Order No. 5-2001,
22 subdivision 14(A).

23 126. Other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **FAILURE TO PROVIDE SUITABLE SEATING**
26 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
27 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

28 127. At all relevant times herein, California Labor Code section 1198 makes it

1 illegal to employ an employee under conditions of labor that are prohibited by the applicable
2 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
3 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
4 The employment of any employee . . . under conditions of labor prohibited by the order is
5 unlawful.”

6 128. California Code of Regulations, Title 8, section 11050(14)(B) provides that
7 “[w]hen employees are not engaged in the active duties of their employment and the nature of
8 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
9 proximity to the work area and employees shall be permitted to use such seats when it does
10 not interfere with the performance of their duties.”

11 129. During the relevant time period, Defendants violated California Labor Code
12 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because other
13 non-party Aggrieved Employees were not allowed to sit, even during lulls in their work
14 duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

15 130. As stated, Plaintiff alleges that Defendants’ California restaurants are generally
16 similar in their layout and design and there was, and continues to be, space near their work
17 areas (with reasonable or no modification to these work areas) to allow for the presence and
18 use of a seat or stool by other non-party Aggrieved Employees during lulls in operation.
19 Defendants could have provided other non-party Aggrieved Employees with a seat or stool in
20 their work areas, but instead denied other non-party Aggrieved Employees suitable seating
21 altogether and effectively forced other non-party Aggrieved Employees to stand throughout
22 the day.

23 131. Defendants did not provide other non-party Aggrieved Employees with seats or
24 stools in reasonable proximity to their work areas to allow them to use seats when it would not
25 interfere with the performance of their duties for times when they were not engaged in active
26 duties that require standing. In other words, to the extent other non-party Aggrieved
27 Employees engaged in duties in which the nature of the work required standing, Defendants
28 denied them the use of seats nearby during lulls in their work duties. Moreover, Defendants

1 did not inform other non-party Aggrieved Employees of their rights to a seat or stool under
2 California law.

3 132. As a result of Defendants' company-wide policy and/or practice prohibiting
4 employees from sitting at any time, even when they were not engaged in active duties
5 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
6 work areas, other non-party Aggrieved Employees were forced to stand during shifts and
7 denied seats. Defendants' failure to provide suitable seating to other non-party Aggrieved
8 Employees violated and continues to violate California Labor Code section 1198 and IWC
9 Wage Order No. 5-2001, subdivision 14(B).

10 133. Other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

12 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

13 **VIOLATION OF LABOR CODE SECTION 2802**

14 134. At all times herein set forth, California Labor Code section 2802 provides that
15 an employer must reimburse employees for all necessary expenditures and losses incurred by
16 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
17 to prevent employers from passing off their cost of doing business and operating expenses on
18 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
19 (2014). The applicable wage order, IWC Wage Order No. 5-2001 provides that: "[w]hen tools
20 or equipment are required by the employer or are necessary to the performance of a job, such
21 tools and equipment shall be provided and maintained by the employer, except that an
22 employee whose wages are at least two (2) times the minimum wage provided herein may be
23 required to provide and maintain hand tools and equipment customarily required by the trade
24 or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required
25 by the employer to be worn by the employee as a condition of employment, such uniforms
26 shall be provided and maintained by the employer."

27 135. During the relevant time period, Defendants had a company-wide policy of
28 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal

1 mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but
2 Defendants failed to reimburse them for the costs of their work-related mobile device
3 expenses. For example, Plaintiff was required to use his personal cellular phone to
4 communicate with Defendants' management regarding work-related matters. Further,
5 Plaintiff was required to download a mobile application on his personal cellular phone to view
6 his schedule. Although Defendants required Plaintiff and other non-party Aggrieved
7 Employees to utilize their personal mobile devices and/or mobile data to carry out their work-
8 related responsibilities, Defendants failed to reimburse them for this cost.

9 136. Additionally, during the relevant time period, Defendants, on a company-wide
10 basis, expected employees to report to work in clean and presentable uniforms bearing the
11 company logo, including a shirt. Defendants' written uniform policy states that "[a]ll staff
12 must wear their designated uniforms and ensure they are in presentable condition, which
13 includes being wrinkle free, clean and free of odors or stains." However, Defendants did not
14 provide their employees with sufficient uniforms to wear for their shifts throughout the week.
15 Defendants only provided Plaintiff with two (2) shirts at the time of hire. Because Defendants
16 failed to provide their employees with an adequate number of uniforms in relation to their
17 scheduled shifts and for the tasks they were required to perform, Plaintiff and other non-party
18 Aggrieved Employees were forced to pay out-of-pocket for some of their uniform items. For
19 example, Plaintiff spent approximately \$24-\$40 out-of-pocket to purchase an additional 3-5
20 uniform shirts from Defendants. Since Defendants did not provide an adequate number of
21 uniform components to all employees, Plaintiff and other non-party Aggrieved Employees
22 were required to purchase additional uniform items, such as shirts, directly from Defendants,
23 and were not reimbursed for these costs.

24 137. Defendants could have provided Plaintiff and other non-party Aggrieved
25 Employees with the actual equipment for use on the job, such as company mobile devices, as
26 well as an adequate number of uniform items. Or, Defendants could have reimbursed
27 employees for their mobile device usage and additional uniforms. Instead, Defendants passed
28 these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all

1 relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

2 138. Defendants' company-wide policy and/or practice of not reimbursing
3 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
4 and other non-party Aggrieved Employees violates California Labor Code section 2802.
5 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
6 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
8 **EMPLOYMENT**
9 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

10 139. California's Wage Theft Prevention Act was enacted to ensure that employers
11 provide employees with basic information material to their employment relationship at the
12 time of hiring, and to ensure that employees are given written and timely notice of any
13 changes to basic information material to their employment. Codified at California Labor
14 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
15 employer must provide written notice to employees containing basic and material payroll
16 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
17 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
18 overtime, the regular payday designated by the employer, and any allowances claims as part
19 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
20 (C).

21 140. Defendants failed to provide Plaintiff and other non-party Aggrieved
22 Employees written notice that lists all the requisite information set forth in Labor Code section
23 2810.5(a)(1)(A)-(C).

24 141. Defendants' failure to provide Plaintiff and other non-party Aggrieved
25 Employees with written notice of basic information regarding their employment with
26 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
27 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
28 Code sections 2699(a), (f), and (g).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
7 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
8 amount.

9 **As to the First Cause of Action**

10 2. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
12 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
13 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
17 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
18 termination); 450 (by compelling and/or coercing employees to patronize employer's
19 business); 1198 and the applicable IWC Wage Order (by failing to provide reporting time
20 pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802
21 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice
22 of information material to employment);

23 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
24 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
25 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
26 2802, and 2810.5;

27 4. For attorneys' fees and costs pursuant to California Labor Code section
28 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12,
2 1194, 1197, 1198, 2802, and 2810.5;

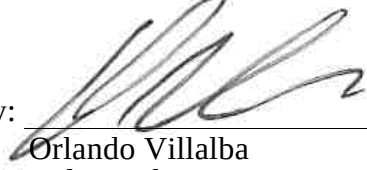
3 5. For pre-judgment and post-judgment interest as provided by law; and

4 6. For such other and further relief as the Court may deem equitable and
5 appropriate.

6
7 Dated: December 26, 2023

Respectfully submitted,

8 Capstone Law APC

9
10 By: 

11 Orlando Villalba

Helga Hakimi

12 Joseph D. Parsons

13 Attorneys for Plaintiff Gabriel Munoz
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EXHIBIT “1”

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

October 19, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Gabriel Munoz v. Lucky Strike Entertainment L.L.C., et al.*

Dear PAGA Administrator:

This office represents Gabriel Munoz in connection with his claims under the California Labor Code. Mr. Munoz was an employee of LUCKY STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE ENTERTAINMENT, INC.; LUCKY STRIKE HOLLYWOOD, L.L.C.; LUCKY STRIKE LOS ANGELES, L.L.C.; LUCKY STRIKE ORANGE, L.L.C.; and/or LUCKY STRIKE SAN FRANCISCO, L.L.C. For the purpose of this letter, Mr. Munoz collectively refers to these entities as “LUCKY STRIKE”.

The employers may be contacted directly at the addresses below:

LUCKY STRIKE ENTERTAINMENT, L.L.C.
16350 VENTURA BLVD, STE D815
ENCINO, CA 91436

LUCKY STRIKE ENTERTAINMENT, INC.
16350 VENTURA BLVD, STE D815
ENCINO, CA 91436

LUCKY STRIKE HOLLYWOOD, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

LUCKY STRIKE LOS ANGELES, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

LUCKY STRIKE ORANGE, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

LUCKY STRIKE SAN FRANCISCO, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

Mr. Munoz intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Munoz seeks relief on behalf of himself, the State of California, and other persons who are or were employed by LUCKY STRIKE as a non-exempt, hourly paid employee in California and who received at least one wage statement

(“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LUCKY STRIKE employed Mr. Munoz as an hourly paid, non-exempt employee from approximately December 2021 to February 2023. Mr. Munoz worked for LUCKY STRIKE as a Busser and Food Runner at its location in Hollywood, California. During his employment, Mr. Munoz typically worked five (5) to eight (8) hours or more per day and four (4) or more days per week. At the time his employment ended, Mr. Munoz was compensated approximately \$16.04 per hour. Mr. Munoz’s job duties included, without limitation, serving customers, bussing tables, stocking the bar, cleaning, and assisting servers.

LUCKY STRIKE committed one or more of the following Labor Code violations against Mr. Munoz, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

LUCKY STRIKE’s Company-Wide and Uniform Payroll and HR Practices

LUCKY STRIKE ENTERTAINMENT, L.L.C.; LUCKY STRIKE HOLLYWOOD, L.L.C.; LUCKY STRIKE LOS ANGELES, L.L.C.; LUCKY STRIKE ORANGE, L.L.C.; and LUCKY STRIKE SAN FRANCISCO, L.L.C. are Delaware limited liability companies. LUCKY STRIKE ENTERTAINMENT, INC. is a California corporation. Together, they own and operate a chain of facilities that include bowling alleys and billiard parlors, bars, lounges, restaurants, and venues for art and music, with approximately four (4) locations in California. Upon information and belief, LUCKY STRIKE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Encino, California, for all non-exempt, hourly paid employees working for LUCKY STRIKE in California, including Mr. Munoz and other aggrieved employees. At all relevant times, LUCKY STRIKE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Munoz and other aggrieved employees, regardless of their location or position.

Upon information and belief, LUCKY STRIKE maintains a centralized Payroll department at its corporate headquarters in Encino, California, which processes payroll for all non-exempt, hourly paid employees working for LUCKY STRIKE in California, including Mr. Munoz and other aggrieved employees. Further, LUCKY STRIKE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Munoz and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, LUCKY STRIKE utilized the same methods and formulas when calculating wages due to Mr. Munoz and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Mr. Munoz’s experience and counsel’s review of those records currently available relating to Mr. Munoz’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Munoz reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

LUCKY STRIKE willfully failed to pay all overtime wages owed to Mr. Munoz and other aggrieved employees. During the relevant time period, Mr. Munoz and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, LUCKY STRIKE had, and continues to have, a company-wide policy of discouraging and impeding Mr. Munoz and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with LUCKY STRIKE’s assignment of heavy workloads (*see infra*), led Mr. Munoz and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, on multiple occasions when Mr. Munoz and other aggrieved employees worked until about 4:00 A.M., LUCKY STRIKE’s management instructed them not to clock out, and that management would handle clocking out employees. On information and belief, LUCKY STRIKE’s management later clocked those employees out at 3:00 A.M., the scheduled shift end time, resulting in LUCKY STRIKE shaving an hour of Mr. Munoz’s and other aggrieved employees’ time worked. Thus, LUCKY STRIKE failed to correctly track this time spent working after scheduled shifts, and Mr. Munoz and other aggrieved employees received no compensation for this time.

Second, on information and belief, LUCKY STRIKE had, and continues to have, a company-wide policy of understaffing its locations, resulting in a failure to provide Mr. Munoz and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to guests and customers. Because LUCKY STRIKE did not employ or staff a sufficient number of employees to meet guest or customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Munoz and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, LUCKY STRIKE has a practice of failing to schedule meal periods, which further caused Mr. Munoz and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Munoz worked through his meal periods approximately 5-10 times per month in order to keep up with customer demand, but was not paid for this time (*see infra*). Consequently, Mr. Munoz and other aggrieved employees performed work during meal periods for which they were not paid.

Further, because LUCKY STRIKE frowned upon employees accruing meal period penalties, LUCKY STRIKE’s management adjusted employee time records to reflect compliant meal periods and/or pressured them to clock out for meal periods, regardless of whether they had received a

compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by LUCKY STRIKE. In addition, LUCKY STRIKE's company-wide timekeeping system prevented Mr. Munoz and/or other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Munoz and/or other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, LUCKY STRIKE's timekeeping system further prevented Mr. Munoz and/or other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

LUCKY STRIKE knew or should have known that as a result of these company-wide practices and/or policies, Mr. Munoz and other aggrieved employees were performing assigned duties off-the-clock after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Munoz and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Munoz and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, LUCKY STRIKE did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, LUCKY STRIKE paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, LUCKY STRIKE failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, LUCKY STRIKE failed to pay all overtime wages by paying a lower overtime rate than required.

LUCKY STRIKE's failure to pay Mr. Munoz and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

First, as stated above, as a result of LUCKY STRIKE's policy of limiting the amount of overtime employees could accrue, LUCKY STRIKE required Mr. Munoz and other aggrieved employees to perform work off-the-clock after their scheduled shifts. However, LUCKY STRIKE failed to correctly track this time Mr. Munoz and other aggrieved employees spent working off-the-clock, and thus, Mr. Munoz and other aggrieved employees received no compensation for this time.

Second, as stated above, due to LUCKY STRIKE's company-wide practices of understaffing, assigning heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Munoz and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, LUCKY STRIKE's management adjusted employee time records to reflect compliant meal periods and/or pressured them to clock out for meal periods, but required them to continue working, time for which they were not paid. Moreover, as stated, LUCKY STRIKE's timekeeping system prevented Mr. Munoz and/or other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Munoz and/or other aggrieved employees for a full 30 minutes. Thus, LUCKY STRIKE systematically failed to pay Mr. Munoz and/or other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, LUCKY STRIKE did not pay at least minimum wages for all hours worked by Mr. Munoz and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, LUCKY STRIKE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, LUCKY STRIKE regularly failed to pay at least minimum wages to Mr. Munoz and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, LUCKY STRIKE had, and continues to have, a company-wide policy and/or practice of understaffing, assigning heavy workloads, and failing to schedule meal

periods, which resulted in a lack of meal period coverage and prevented Mr. Munoz and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Munoz and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or wait extended periods of time before taking meal periods to which they were entitled. For example, as stated, approximately 5-10 times per month, Mr. Munoz missed his meal periods entirely. Occasionally, Mr. Munoz took his meal periods late, after the fifth hour of work, due to customer demand.

Furthermore, as stated, because LUCKY STRIKE frowned upon employees accruing meal period penalties, LUCKY STRIKE's management adjusted employee time records and/or pressured them to clock out for meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by LUCKY STRIKE. For example, LUCKY STRIKE's management would present Mr. Munoz and other aggrieved employees with an "Employee Request for Adjustment of Clock In/Out" form and pressure them to sign the falsified form reflecting "corrected" meal period punches.

Additionally, as stated, LUCKY STRIKE's company-wide timekeeping system prevented Mr. Munoz and/or other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Munoz and/or other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Moreover, LUCKY STRIKE did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Munoz and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

LUCKY STRIKE knew or should have known that as a result of its company-wide policies and/or practices, Mr. Munoz and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. LUCKY STRIKE further knew or should have known that it did not pay Mr. Munoz and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, LUCKY STRIKE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Munoz and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that LUCKY STRIKE did pay other aggrieved employees for missed, late, and interrupted meal periods, LUCKY STRIKE did not pay other aggrieved employees at the correct rate of pay for premiums because LUCKY STRIKE systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LUCKY STRIKE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, LUCKY STRIKE regularly failed to authorize and permit Mr. Munoz and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LUCKY STRIKE's company-wide policy and/or practice of understaffing and assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. Munoz and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. LUCKY STRIKE also failed to schedule rest periods, which, coupled with LUCKY STRIKE's failure to provide adequate rest period coverage, further led to Mr. Munoz and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of LUCKY STRIKE's practices and policies, Mr. Munoz and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Munoz had to forego nearly all of his rest periods because the restaurant was busy and did not have coverage.

Furthermore, on information and belief, LUCKY STRIKE maintained and implemented a company-wide on-premises rest period policy, which effectively required that Mr. Munoz and other aggrieved employees remain on the premises during their rest periods. Because Mr. Munoz and other aggrieved employees were restricted from leaving LUCKY STRIKE's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LUCKY STRIKE effectively maintained control over Mr. Munoz and other aggrieved employees during rest periods.

LUCKY STRIKE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Munoz and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that LUCKY STRIKE did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, LUCKY STRIKE did not pay other aggrieved employees at the correct rate of pay for premiums because

LUCKY STRIKE failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LUCKY STRIKE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. LUCKY STRIKE has not provided Mr. Munoz and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, LUCKY STRIKE has knowingly and intentionally provided Mr. Munoz and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LUCKY STRIKE issued uniform wage statements to Mr. Munoz and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, LUCKY STRIKE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LUCKY STRIKE did not record the time Mr. Munoz and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), LUCKY STRIKE did not list the correct amount of gross wages and net wages earned by Mr. Munoz and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LUCKY STRIKE failed to accurately list the total number of hours worked by Mr. Munoz and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because LUCKY STRIKE did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, LUCKY STRIKE did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). LUCKY STRIKE also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LUCKY STRIKE willfully failed to maintain accurate payroll records for Mr. Munoz and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LUCKY STRIKE engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and stop times for Mr. Munoz and other aggrieved employees, in violation of section 1198. Furthermore, in light of LUCKY STRIKE’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, LUCKY STRIKE kept no records of meal start and end times for second meal periods.

Because LUCKY STRIKE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Munoz and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Munoz and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LUCKY STRIKE failed to pay Mr. Munoz and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, LUCKY STRIKE willfully failed to pay Mr. Munoz and other aggrieved employees who are no longer employed by LUCKY STRIKE all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving LUCKY STRIKE's employ.

Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

During the relevant time period, LUCKY STRIKE had a company-wide policy of failing to provide a sufficient number of uniform items to Mr. Munoz and other aggrieved employees in relation to the shifts they were scheduled to work.

During his employment, Mr. Munoz was scheduled to work four (4) or more days per week, but LUCKY STRIKE provided him with only two (2) uniform shirts, forcing him to purchase additional shirts from LUCKY STRIKE in order to comply with its uniform policy. Mr. Munoz estimates he spent approximately \$24-\$40 on 3-5 additional uniform shirts. Thus, LUCKY STRIKE provided an insufficient quantity of uniform shirts to employees for the shifts they were required to work, forcing employees to purchase additional uniform items directly from LUCKY STRIKE.

LUCKY STRIKE's conduct of compelling and/or coercing Mr. Munoz and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, LUCKY STRIKE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because LUCKY STRIKE failed to pay Mr. Munoz and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

On information and belief, LUCKY STRIKE had a company-wide practice of sending Mr. Munoz and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Munoz and other aggrieved employees for half of their usual or scheduled shift. For example, a few times throughout his employment, LUCKY STRIKE's managers sent Mr. Munoz home before he had an opportunity to work at least half of his scheduled shift, but on information and belief, Mr. Munoz was only paid for the time he had worked. Although Mr. Munoz and other aggrieved employees would report to work based on the schedule that LUCKY STRIKE provided to them, LUCKY STRIKE would send them

home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Mr. Munoz and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

LUCKY STRIKE’s California restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. LUCKY STRIKE could provide other aggrieved employees with a seat or stool at its host stands, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, LUCKY STRIKE systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

LUCKY STRIKE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when

the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. LUCKY STRIKE's management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of LUCKY STRIKE's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. LUCKY STRIKE's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, subdivision 14(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring LUCKY STRIKE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

LUCKY STRIKE's California restaurants are generally similar in their layout and design and there was, and continues to be, space near other aggrieved employees' work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by other aggrieved employees during lulls in operation. LUCKY STRIKE could have provided other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

LUCKY STRIKE did not provide other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent other aggrieved employees engaged in duties in which the nature of the work required standing, LUCKY STRIKE denied them the use of seats nearby during

lulls in their work duties. Moreover, LUCKY STRIKE did not inform other aggrieved employees of their rights to a seat or stool under California law.

As a result of LUCKY STRIKE's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, other aggrieved employees were forced to stand during shifts and denied seats. LUCKY STRIKE's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring LUCKY STRIKE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, LUCKY STRIKE had a company-wide policy of requiring Mr. Munoz and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but LUCKY STRIKE failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Munoz was required to use his personal cellular phone to communicate with LUCKY STRIKE's management regarding work-related matters. Further, Mr. Munoz was required to download a mobile application on his personal cellular phone to view his schedule. Although LUCKY STRIKE required Mr. Munoz and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, LUCKY STRIKE failed to reimburse them for this cost.

Additionally, during the relevant time period, LUCKY STRIKE, on a company-wide basis, expected employees to report to work in clean and presentable uniforms bearing the company logo, including a shirt. LUCKY STRIKE's written uniform policy states that "[a]ll staff must wear their designated uniforms and ensure they are in presentable condition, which includes being wrinkle free, clean and free of odors or stains." However, LUCKY STRIKE did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. LUCKY STRIKE only provided Mr. Munoz with two (2) shirts at the time of hire. Because LUCKY STRIKE failed to provide their employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Munoz and other aggrieved employees were forced to pay out-of-pocket for

some of their uniform items. For example, Mr. Munoz spent approximately \$24-\$40 out-of-pocket to purchase an additional 3-5 uniform shirts from LUCKY STRIKE. Since LUCKY STRIKE did not provide an adequate number of uniform components to all employees, Mr. Munoz and other aggrieved employees were required to purchase additional uniform items, such as shirts, directly from LUCKY STRIKE, and were not reimbursed for these costs.

LUCKY STRIKE could have provided Mr. Munoz and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniform items. Or, LUCKY STRIKE could have reimbursed employees for their mobile device usage and additional uniforms. Instead, LUCKY STRIKE passed these operating costs off onto Mr. Munoz and other aggrieved employees. At all relevant times, Mr. Munoz did not earn at least two (2) times the minimum wage.

Thus, LUCKY STRIKE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

LUCKY STRIKE failed to provide Mr. Munoz and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). LUCKY STRIKE's failure to provide Mr. Munoz and other aggrieved employees with written notice of basic information regarding their employment with LUCKY STRIKE is in violation of Labor Code section 2810.5.

Mr. Munoz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” LUCKY STRIKE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Munoz’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Munoz seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Munoz, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against LUCKY STRIKE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Munoz seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Munoz’s reasonable attempt to settle his dispute with LUCKY STRIKE prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform LUCKY STRIKE of Mr. Munoz’s aforementioned grievances and the proposed remedies as detailed below, while affording LUCKY STRIKE a reasonable opportunity to satisfy Mr. Munoz’s demands.

Demand is hereby made that LUCKY STRIKE shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. LUCKY STRIKE shall pay Mr. Munoz and all other aggrieved employees employed by LUCKY STRIKE at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. LUCKY STRIKE shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. LUCKY STRIKE shall conduct a survey or interview all current and former aggrieved employees in California who worked for LUCKY STRIKE in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, uniforms, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. LUCKY STRIKE shall pay Mr. Munoz and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. LUCKY STRIKE also shall pay Mr. Munoz and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. LUCKY STRIKE shall properly calculate aggrieved employees' rates of pay for overtime and/or meal and rest period premiums based on all remuneration paid, pursuant to Labor Code sections 226.7 and 510.
6. LUCKY STRIKE shall reimburse Mr. Munoz and all aggrieved employees who were required to pay for any business expenses incurred for LUCKY STRIKE's benefit, including, but not limited to, costs of mobile device usage and/or uniforms, as required by Labor Code section 2802.
7. LUCKY STRIKE shall pay accrued legal interest to Mr. Munoz and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
8. LUCKY STRIKE shall provide Mr. Munoz and all aggrieved employees employed by LUCKY STRIKE at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
9. LUCKY STRIKE shall reimburse Mr. Munoz and all aggrieved employees for their costs and expenses incurred as a result of LUCKY STRIKE's conduct of compelling and/or coercing Mr. Munoz and other aggrieved employees to purchase goods, services, or anything of value, in violation of California Labor Code section 450.
10. LUCKY STRIKE shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. LUCKY STRIKE shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
12. LUCKY STRIKE shall implement and provide suitable seating to all aggrieved employees.
13. LUCKY STRIKE shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
14. LUCKY STRIKE shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", is shown in a light gray, semi-transparent watermark style.

Ninel Kocharyan

Copy: LUCKY STRIKE ENTERTAINMENT, L.L.C. (via U.S. Certified Mail); LUCKY STRIKE ENTERTAINMENT, INC. (via U.S. Certified Mail); LUCKY STRIKE HOLLYWOOD, L.L.C. (via U.S. Certified Mail); LUCKY STRIKE LOS ANGELES, L.L.C. (via U.S. Certified Mail); LUCKY STRIKE ORANGE, L.L.C. (via U.S. Certified Mail); LUCKY STRIKE SAN FRANCISCO, L.L.C. (via U.S. Certified Mail)

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1875 Century Park, East, 1000
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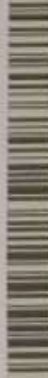
LUCKY STRIKE
ENTERTAINMENT, L.L.C.
16350 VENTURA BLVD, STE D815
ENCINO, CA 91436

LUCKY STRIKE
ENTERTAINMENT, L.L.C.
16350 VENTURA BLVD, STE D815
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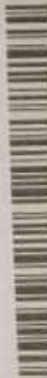
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ENTERTAINMENT, INC.
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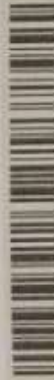
LUCKY STRIKE
HOLLYWOOD, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

LUCKY STRIKE
HOLLYWOOD, L.L.C.
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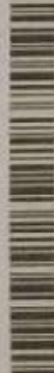
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LOS ANGELES, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436

LUCKY STRIKE LOS
ANGELES, L.L.C.
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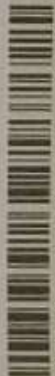
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Dan Flores

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10/21/23

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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.

**LUCKY STRIKE
ENTERTAINMENT, INC.
16350 VENTURA BLVD, STE D815
ENCINO, CA 91436**



9590 9402 7690 2122 7206 00

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6734

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Dan Flores

C. Date of Delivery

10/21/23

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

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.

**LUCKY STRIKE ORANGE, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436**



9590 9402 7690 2122 7205 63

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6758

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Dan Flores

C. Date of Delivery

10/21/23

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

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LUCKY STRIKE LOS
ANGELES, L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436



9590 9402 7690 2122 7205 87

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6741

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

3. Received by (Printed Name)

Don Flores

C. Date of Delivery

10/21/23

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LUCKY STRIKE SAN FRANCISCO,
L.L.C.
16350 VENTURA BLVD, SUITE D815
ENCINO, CA 91436



9590 9402 7690 2122 7205 70

2 Article Number (Transfer from service label)

7022 2410 0000 2264 6765

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

Don Flores

C. Date of Delivery

10/21/23

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery (00)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LUCKY STRIKE
ENTERTAINMENT, L.L.C.
16350 VENTURA BLVD, STE D815
ENCINO, CA 91436



9590 9402 7690 2122 7205 56

2 Article Number (Transfer from service label)

7022 2410 0000 2264 6673

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

Don Flores

C. Date of Delivery

10/21/23

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt