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 MARCOS A. OJEDA,
 and all putative class members

FILED
 Superior Court of California
 County of Los Angeles

07/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARCOS A. OJEDA, an individual, on behalf
 of himself and all others similarly situated,

Plaintiff,

vs.

STEAK 48 BEVERLY HILLS, LLC, an
 Arizona limited liability company, and DOES
 1-50, inclusive,

Defendant.

Case No.: 26STCV14623

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

- 1. Failure to Pay For All Hours Worked,
 Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
 Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
 Termination**
- 5. Failure to Provide Compliant Meal
 Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required
 Business Expenses**
- 8. Failure to Provide Accurate Itemized
 Wage Statements & Violation of
 Record Keeping Requirements**
- 9. Unlawful Business Practices
 Bus & Prof. Code §17200**
- 10. Private Attorneys General Act
 Penalties (Lab. Code §2699)**

***FILED AS A MATTER OF RIGHT
 PURSUANT TO LABOR CODE
 2699.3(a)(2)(C)***

1 Plaintiff MARCOS A. OJEDA, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over forty (40)
6 hourly, non-exempt employees against their employer for violations of numerous wage and hour
7 laws. Plaintiff brings this employment class action complaint on behalf of himself, and all others
8 similarly situated, all aggrieved employees, and as a Private Attorney General for the State of
9 California, against STEAK 48 BEVERLY HILLS, LLC, and DOES 1-50, inclusive, (hereafter
10 collectively “Defendant” or “Defendants”).

11 2. Defendant STEAK 48 BEVERLY HILLS, LLC owns, operates, and/or does business
12 operating restaurants in California, including the restaurant located at 9680 Wilshire Boulevard,
13 Beverly Hills, California 90212. Plaintiff worked for Defendant from October 19, 2022 to
14 September 2, 2025 as a prep cook at Defendant’s Beverly Hills, California location. Plaintiff was
15 an hourly, nonexempt employee earning approximately \$22.00 per hour at the time of separation.

16 3. As described further below, Defendant has violated the California Labor Code by (1)
17 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
18 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
19 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
20 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
21 upon termination (§201, 202, 203, 227.3, 256); (5) failing to permit compliant meal breaks (§226
22 (a), 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,
23 1198, Wage Orders); (7) failing to reimburse for required business expenses (§1198, 2802); (8)
24 failing to provide accurate itemized wage statements and violating record keeping requirements
25 (§226, 1174); (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*); and
26 (10) penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
2 reasonable attorneys' fees and costs. Pursuant to the class action procedures provided for under
3 California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as
4 "Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from
5 their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant
6 to §2698 *et. seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now
7 brings this First Amended Complaint, including claims for civil penalties under the Private
8 Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General Act ("PAGA"),
9 Labor Code §2698 *et seq.*

10 5. The "Class Period" is designated as the four-year period prior to the filing of this
11 Complaint through the date of the final disposition of this action.

12 6. The "PAGA Period" is defined herein commences one year prior to the date of filing the
13 PAGA Notice letter with the LWDA.

14 7. Defendant has treated all persons employed in California in such a way as to violate
15 California's laws governing conditions of employment and payment of wages owed. Defendant
16 has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved
17 employees are owed their back pay, plus interest and/or premiums and penalties under Business
18 and Professions Code section 17203 to compensate Class Members and and aggrieved employees
19 for the delay in receiving wages due.

20 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
21 restitution to persons affected and disgorgement of profits so obtained.

22 THE PARTIES

23 9. Plaintiff MARCOS A. OJEDA is an individual who resides in California and worked
24 for Defendant from October 19, 2022 to September 2, 2025 as a prep cook.

25 10. Defendant STEAK 48 BEVERLY HILLS, LLC is an Arizona limited liability
26 company qualified to do business and doing business in California with the capacity to sue and to
27 be sued, and doing business in Los Angeles County, State of California. Defendant exercised
28

1 control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed
2 class and aggrieved employees throughout the liability period.

3 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
4 names and capacities are unknown to Plaintiff. When their true names and capacities are
5 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
6 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
7 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
8 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
9 caused by such Doe Defendants.

10 12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
11 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
12 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
13 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
14 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
15 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

16 **JURISDICTION AND VENUE**

17 13. Venue is proper in this judicial district because Defendant conducts business in this
18 County and Defendant has legal obligations to Plaintiff and many of the Class Members and
19 aggrieved employees in this case that arose in this county.

20 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
21 the minimal jurisdictional limits of the Superior Court and will be established according to proof
22 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
23 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
24 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

25 15. The California Superior Court has jurisdiction in this matter because Plaintiff is a
26 resident of California and Defendant is incorporated in and/or qualified to do business in California
27 and regularly conduct business in California. Further, there is no federal question at issue as the
28 claims herein are based solely on California law.

1 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

2 16. During the Class Period and PAGA, Defendant committed various violations of the
3 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
4 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
5 own profits to the detriment of its employees.

6 17. Defendant failed to properly pay for all hours worked, including overtime
7 compensation. Plaintiff and class members and aggrieved employees frequently worked off the
8 clock and were routinely subjected to periods wherein they were under the Defendant's control but
9 not compensated for their time.

10 18. Defendant from time to time failed to pay all wages owed twice per month.

11 19. Defendant from time to time failed to pay minimum wage.

12 20. Defendant from time to time failed to pay all wages due upon termination.

13 21. Defendant from time to time failed to maintain a policy and practice that provides its
14 employees with compliant meal breaks as required by California law.

15 22. Defendant from time to time failed to maintain a policy and practice that provides its
16 employees with rest periods as required by California law.

17 23. Defendant from time to time failed to reimburse required business expenses.

18 24. Defendant from time to time failed to consistently provide timely, accurate, itemized
19 wage statements to employees, as well as maintain accurate records, in accordance with Labor
20 Code §§ 226 and 1174.

21 25. Based upon the above allegations, Defendant from time to time engaged in unfair
22 competition.

23 26. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
24 all aggrieved employees, and the State of California, to recover from Defendant for failure to
25 comply with California wage and hour laws, and for claims under Business and Professions Code
26 § 17200.

27 27. This action has been brought and may properly be maintained as a class action
28 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is

ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of twenty-five (25) employees who have been similarly injured by Defendant's unlawful employment policies and practices.

28. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

29. The PAGA Class, also referred to herein as "aggrieved employees": "All current and former hourly, non-exempt employees of Defendants in California, at any time from one year prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter." Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

30. The "Relevant Class Period" or proposed "Class Period" as defined herein commences four years prior to the date of filing the Complaint in this action.

31. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil Procedure §382 on behalf of the following defined groups:

32. Proposed Class: "All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations."

33. Proposed Sub-classes are defined and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699:

- A. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shift in excess of five (5) hours.
- B. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours.
- C. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant

statute of limitations, who worked one or more shifts in excess of eight (8) hours.

D. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

G. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

34. This action is brought, and may properly be maintained, as a class action under CCP §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699 because there is a well-defined community of interest in the litigation, and the proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

35. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over forty (40) putative Class Members and aggrieved employees who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant’s possession and control.

1 36. Typicality: Plaintiff's claims are typical of the claims of the Class Members and
2 aggrieved employees. Plaintiff, like others similarly situated, was subjected to Defendant's
3 common, unlawful policies, practices, and procedures described above. The Plaintiff's positions
4 at the company was typical of those of other Class Members and aggrieved employees. Plaintiff's
5 claims are typical of the claims of each Class Member and aggrieved employees because each have
6 sustained damages arising out of and caused by Defendant's common course of conduct, as alleged
7 herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

8 37. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
9 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
10 California labor and employment litigation.

11 38. Commonality: Common questions of law and fact exist, including but not limited to
12 the following:

- 13 i. Whether Defendant violated wage and hour laws by failing to pay overtime
14 wages;
- 15 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
16 owed twice per month;
- 17 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
18 wage;
- 19 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
20 due upon termination;
- 21 v. Whether Defendant violated wage and hour laws by failing to provide timely
22 meal breaks;
- 23 vi. Whether Defendant's policy and practice concerning meal breaks was
24 unlawful;
- 25 vii. Whether Defendant violated wage and hour laws by failing to provide rest
26 breaks;
- 27 viii. Whether Defendant's policy and practice concerning rest breaks was
28 unlawful;

- ix. Whether Defendant violated wage and hour laws by failing to reimburse required business expenses;
- x. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiv. Whether Defendant's conduct was willful and reckless;
- xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvi. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

39. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and

uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

40. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

41. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
1194, 1197, 1197.1, 1198, IWC Wage Orders
(Plaintiff Against All Defendants)

42. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

43. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

44. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period,

1 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
2 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
3 month.

4 45. Plaintiff and class members have been employed under conditions prohibited by the
5 wage order, and thus Defendant has also violated §§1198 and 1199.

6 46. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
7 clock and were routinely subjected to periods wherein they were under the Defendant's control
8 but not compensated for their time. For example, although Plaintiff and class members clocked
9 in and out using a computer-based timekeeping system, Defendant's managers manipulated
10 recorded time entries, resulting in employees being paid for fewer hours than they actually
11 worked. As a consequence of this time-shaving and manipulation of timekeeping records,
12 Plaintiff and class members were not compensated for all hours during which they were under
13 Defendant's control.

14 47. Work Performed During Unpaid Meal Periods. As more fully set forth below,
15 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
16 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7
17 and 512.

18 48. Plaintiff's meal periods were frequently interrupted by supervisor-directed work
19 tasks, requiring Plaintiff to perform work duties during purported meal periods. In addition,
20 Defendant required Plaintiff and class members to remain on the work premises during their
21 meal periods, rendering those meal periods on-duty and compensable as time worked. As a
22 result, Plaintiff and class members were not provided with full, uninterrupted, off-duty meal
23 periods, and Defendant failed to pay premium pay when meal periods were noncompliant.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

26 Cal. Lab. Code §§204, 210

27 (Plaintiff Against All Defendants)

1 49. Plaintiff incorporates by reference in this cause of action each allegation of the
2 preceding paragraphs as though fully set forth herein.

3 50. Defendant's conduct described in this complaint violates the provisions of Labor Code
4 §§ 204, 210.

5 51. Defendant was required to pay Plaintiff and class members all wages earned twice
6 during each calendar month pursuant to Labor Code §204(a).

7 52. Defendant failed to pay all wages earned to employees as a result of the unlawful
8 employment policies and practices discussed herein. As a result of these practices, employees were
9 underpaid for hours worked, including overtime and penalty wages, and this underpayment
10 resulted in a failure to pay all wages owed twice per month.

11 53. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
12 pay wages as required by law.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGE**

15 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

16 **(Plaintiff Against All Defendants)**

17 54. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 55. Defendant's conduct described in this complaint violates the provisions of Labor Code
20 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

21 56. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
22 to suffer or permit a California employee to work without paying wages at the proper minimum
23 wage for all time worked as required by the applicable IWC Wage Order.

24 57. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
25 Defendant's practices described above. Because Defendant suffered or permitted Plaintiff and
26 class members to work off the clock and during purported meal periods without any compensation,
27 Defendant's failure to pay for those hours resulted in a payment of less than the minimum wage
28 for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203

4 (Plaintiff Against All Defendants)

5 58. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 59. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 201, 202, and 203.

9 60. An employee who is discharged must be paid all of his or her wages immediately at
10 the time of termination. As set forth above, Defendant knowingly and willfully failed to pay all
11 compensation due and owing to Plaintiff at the time employment terminated.

12 61. Defendant willfully failed to pay employees who are no longer employed by it all
13 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
14 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
15 waiting time under the terms of §203.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

18 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

19 (Plaintiff Against All Defendants)

20 62. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 63. Defendant's conduct described in this complaint from time to time violates the
23 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

24 64. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
25 period of more than five hours per day without providing the employee with a meal period of not
26 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
27 to work during any meal... period mandated by an applicable order of the Industrial Welfare
28 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee

1 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
2 duty’ meal period and counted as time worked.”

3 65. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
4 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
5 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff and class members for
6 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
7 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
8 Code §226(a).

9 66. Plaintiff and class members frequently experienced noncompliant meal periods. When
10 meal periods were provided, they were often late, short, and/or interrupted. Plaintiff’s meal periods
11 were often less than thirty minutes, occurring multiple times per week. Plaintiff’s meal periods
12 were also delayed beyond the fifth hour of work during busy shifts, including holiday and event
13 service. In addition, Plaintiff’s meal periods were interrupted by supervisor-directed work tasks.
14 Class members experienced similar violations.

15 67. On-Duty Meal Periods Due to Premises Restriction. In addition to being shortened,
16 late, and interrupted, Plaintiff’s and class members’ meal periods were not off-duty because
17 Defendant required employees to remain on the work premises during their meal breaks. A meal
18 period during which employees are not relieved of all duty and not free to leave the work premises
19 is an on-duty meal period and must be counted as time worked under the applicable Wage Order.
20 Defendant’s practice of requiring employees to remain on the work premises during meal periods,
21 in the absence of a valid written on-duty meal period agreement and in circumstances where the
22 nature of the work did not preclude an off-duty meal period, rendered Plaintiff’s and class
23 members’ meal periods noncompliant. Defendant failed to pay the required one-hour premium for
24 these on-duty meal periods.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE REST BREAKS**

27 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

28 **(Plaintiff Against All Defendants)**

1 68. Plaintiff incorporates by reference in this cause of action each allegation of the
2 preceding paragraphs as though fully set forth herein.

3 69. Defendant's conduct described in this complaint from time to time violates the
4 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

5 70. Defendant failed to maintain a compliant rest period policy and practice that provides
6 its employees with off-duty rest periods as required by California law. Plaintiff reports that
7 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
8 and that rest breaks were not consistently scheduled into daily shifts.

9 71. Plaintiff and class members frequently missed rest periods because Defendant failed to
10 schedule compliant rest periods, failed to staff sufficient personnel to permit rest periods, and
11 required Plaintiff and other employees to remain on the work premises and continuously available
12 throughout their shifts. When rest periods were missed, Defendant failed to pay the one-hour
13 premium required by Labor Code section 226.7.

14 72. The rest period requirement obligates employers to permit and authorize employees to
15 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
16 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
17 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's
18 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
19 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
20 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
21 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
22 pay at the employee's regular rate of compensation for each work day that the rest period is not
23 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
24 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
25 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
26 rest area and cannot include time it takes to get to and from the rest area). The employer must show
27 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
28 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest

1 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
2 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
3 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

4 73. Defendant did not authorize or permit all of its hourly employees to take at least a ten
5 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
6 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
7 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
8 the Wage Order, Defendant is liable under Labor Code §1198.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

11 Cal. Labor Code §§ 1198, 2802

12 (Plaintiff Against All Defendants)

13 74. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 75. Defendant’s conduct described in this complaint from time to time violates the
16 provisions of Labor Code §§ 1198, 2802.

17 76. Labor Code §2802 requires employers to indemnify employees for necessary
18 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

19 77. Plaintiff and class members were required to use their personal cell phones for work-
20 related purposes, including for communications with management and supervisors regarding
21 scheduling and work assignments. Defendant did not reimburse Plaintiff or class members for any
22 portion of their personal cell phone expenses incurred as a direct consequence of performing their
23 job duties, in violation of Labor Code section 2802. The California Supreme Court has held that
24 when employees are required to use their personal cell phones for work-related purposes,
25 employers must reimburse a reasonable percentage of the employees’ cell phone bills. (*Cochran*
26 *v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137.)

27 78. As a result of the failures mentioned above, Defendant is liable for violation of Labor
28 Code Section 2802.

1 **EIGHTH CAUSE OF ACTION**

2 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

3 Cal. Labor Code §§ 226, 1174

4 **(Plaintiff Against All Defendants)**

5 79. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 80. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 226, 1174.

9 81. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
10 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
11 keep accurate records as required by §1174(d).

12 82. Derivative of the claims above, the statements provided to Plaintiff and class members,
13 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,
14 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
15 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

16 83. §226 (a) requires:

17 A. An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately if wages are paid
20 by personal check or cash, an accurate itemized statement in writing showing
21 (1) gross wages earned, (2) total hours worked by the employee, except as
22 provided in subdivision (j), (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee
25 may be aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of his or her social security number or an
28 employee identification number other than a social security number, (8) the

1 name and address of the legal entity that is the employer and, if the employer is
2 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
3 and address of the legal entity that secured the services of the employer, and (9)
4 all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee...

6 84. Such failures caused injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the total hours worked, and the amount of wages to which they are and were
8 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
9 earned, net wages earned, and total hours worked.

10 **NINTH CAUSE OF ACTION**

11 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

12 California Business and Professions Code section 17200, et seq.

13 **(Plaintiff Against All Defendants)**

14 85. Plaintiff incorporates by reference in this cause of action each allegation of the
15 preceding paragraphs as though fully set forth herein.

16 86. Defendant from time to time knowingly committed, and upon information and belief
17 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
18 including, but not limited to unlawful practices as described in the causes of action articulated
19 above, and hereby incorporated herein.

20 87. Plaintiff lost money and property as a result of Defendant's unlawful business practices
21 described above.

22 88. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
23 money or property acquired by Defendant by means of such unlawful business practices, in
24 amounts not yet known, but to be ascertained at trial.

25 89. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
26 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
27 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
28 general public will be irreparably injured.

1 96. As set forth above, Defendants have committed numerous violations for which the
2 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
3 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
4 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
5 a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements
6 specified in §2699.3 by providing written notice to the Defendants and the Labor & Workforce
7 Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy
8 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
9 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
10 exhausted administrative remedies, and on behalf of themselves and all other aggrieved current
11 and former employees of Defendants. Plaintiff, therefore, now pursues this cause of action as
12 permitted by §2698, *et seq.*

13 97. Enforcement of statutory provisions enacted to protect workers and to ensure proper
14 and prompt payment of wages due to employees is a fundamental public interest in California.
15 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
16 affecting the public interest and will confer a significant benefit upon the general public. Private
17 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
18 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
19 the interests of justice to require payment of attorneys' fees and costs from any recovery that might
20 be obtained herein, pursuant to, *inter alia*, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
21 §1021.5

22 98. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
23 then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil
24 Procedure §1021.5 and other applicable law in part, because:

25 **a.** A successful outcome in this action will result in the enforcement of important
26 rights affecting the public interest by requiring Defendants to comply with the wage and hour laws
27 and California's unfair business practice law;

28 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the general
public by bringing to a halt unlawful and/or unfair activity;

c. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendants' employees would not be aware that the acts and practices they were subjected to by Defendants were wrongful;

d. Unless this action is prosecuted, Defendants will continue to mislead their employees about the true nature of their rights and remedies under the wage and hour laws; and

99. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

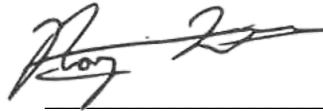
- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor §2698 *et seq.*
- C. Provision of class notice to all members of the Class;
- D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members relevant subclass Members and aggrieved employees;
- E. For compensatory damages, in an amount according to proof at trial, with interest thereon;

- 1 F. For compensation for not being paid overtime;
- 2 G. For compensation for not being paid all wages owed twice per month;
- 3 H. For compensation for not being paid minimum wage;
- 4 I. For compensation for not being paid all wages due upon termination;
- 5 J. For compensation for not being provided compliant meal breaks;
- 6 K. For compensation for not being provided rest breaks;
- 7 L. For compensation for not being reimbursed for required business expenses;
- 8 M. For compensation for not being paid premium and penalty wages;
- 9 N. That Defendant's actions are found to be willful and/or in bad faith to the extent
10 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
11 willful failure to pay all compensation owed at the time of separation to Plaintiff
12 ,Class Members, and aggrieved employees no longer employed by Defendant;
- 13 O. That Plaintiff,Class Members and aggrieved employees receive penalties for
14 Defendant's violation of §226 and 1174 of the California Labor Code for willful
15 failure to provide and maintain the required accurate and itemized wage
16 statements;
- 17 P. That Plaintiff, Class Members and aggrieved employees receive an award in the
18 amount of unpaid wages owed, including interest thereon, and penalties as
19 provided in the Labor Code, CCR and Wage Order, including under Labor Code
20 §§ 203, 510, 558, 2698 et seq., subject to proof at trial;
- 21 Q. That Defendant be ordered to pay restitution to Plaintiff, Class Members and
22 aggrieved employees for amounts acquired through Defendant's unlawful
23 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
24 to cease and desist from unlawful and unfair activities in violation of California
25 Business and Professions Code § 17200 et. seq.;
- 26 R. That Plaintiff,Class Members and aggrieved employees receive an award of
27 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
28 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

- 1 S. That the Court award penalties pursuant to Labor Code §2698 et seq.
2 T. That the Court issue declaratory relief that Defendant's challenged policies are
3 unlawful; and
4 U. That the Court order further relief, in law and equity, as it deems appropriate
5 and just.
6

7 DATED: July 20, 2026

KOUL LAW FIRM, APC

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10 BY: Nazo Koulloukian, Esq.
11 Attorneys for Plaintiff MARCOS A. OJEDA
12 and putative class members
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4 **EXHIBIT 1 – PAGA NOTICE LETTER**
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Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

May 6, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Steak 48 Beverly Hills, LLC
7345 E. Acoma Drive, Suite 101
Scottsdale, AZ 85260

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimant(s): Marcos A. Ojeda
Employer(s): Steak 48 Beverly Hills, LLC

Dear Sir or Madam:

Marcos A. Ojeda ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Steak 48 Beverly Hills, LLC (hereafter "Employer").

Employer operates restaurants in California, including a Steak 48 location in Beverly Hills, California. Claimant worked for Employer from October 19, 2022 to September 2, 2025 as a prep cook at Employer's Beverly Hills location. Claimant worked as an hourly, nonexempt employee earning approximately \$22.00 an hour at the time of separation. Employer employed at least 25 other aggrieved employees at this location during the statutory period,

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce Development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in unlawful employment practices that resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees’ regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the Wage Order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Time Shaving

Claimant and aggrieved employees clocked in and out using a computer-based timekeeping system. Despite this, Employer’s managers manipulated recorded time entries, resulting in employees being paid for fewer hours than they actually worked. As a consequence of this time-shaving/manipulation of timekeeping records, Claimant and aggrieved employees were not compensated for all hours during which they were under Employer’s control.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §§204, 210, and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, Employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §§1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) An employee who quits must be paid all wages due no later than 72 hours after providing notice of resignation, or immediately if 72 hours' notice was given. (Labor Code Section 202.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated, in part because Employer manipulated timekeeping records and failed to pay premium wages owed for noncompliant meal and rest periods.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are entitled to recover up to thirty (30) days' pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code §2698 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226(a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code

§§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Claimant and Claimant's coworkers frequently experienced noncompliant meal periods. When meal periods were provided, they were often late, short, and/or interrupted. Claimant's meal periods were often less than thirty minutes, occurring multiple times per week. Claimant's meal periods were also delayed beyond the fifth hour of work during busy shifts, including holiday and event service. In addition, Claimant's meal periods were interrupted by supervisor-directed work tasks, and Claimant has retained text messages requesting his meal breaks because of these interruptions. Aggrieved employees experienced similar violations.

On-Duty Meal Periods Due to Premises Restriction

In addition to being shortened, late, and interrupted, Claimant's and aggrieved employees' meal periods were not off-duty because Employer required employees to remain on the premises during their meal breaks. A meal period during which employees are not relieved of all duty and not free to leave the work premises is an on-duty meal period and must be counted as time worked under the applicable Wage Order. Employer's practice of requiring employees to remain on the premises during meal periods, in the absence of a valid written on-duty meal period agreement and in circumstances where the nature of the work did not preclude an off-duty meal period, rendered Claimant's and aggrieved employees' meal periods noncompliant. Employer failed to pay the required one-hour premium for these on-duty meal periods.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not consistently scheduled into daily shifts.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law, rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268.) The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net"

ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work or major fraction thereof, as required by Cal. Lab. Code §226.7, §512, and the Wage Orders. When breaks were missed, Employer failed to pay the one-hour premium, as required. Aggrieved employees experienced similar violations.

Failure to Reimburse Necessary Business Expenses

(Cal. Labor Code §§2802, 2698 et seq.)

Labor Code §2802(a) requires that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...” The California Supreme Court has held that when employees are required to use their personal cell phones for work-related purposes, employers must reimburse a reasonable percentage of the employees’ cell phone bills. (*Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137.)

Employer required Claimant and aggrieved employees to use their personal cell phones for work-related purposes, including for communications with management and supervisors regarding scheduling and work assignments. Employer did not reimburse Claimant or aggrieved employees for any portion of their cell phone expenses incurred as a direct consequence of performing their job duties. Employer is liable for civil penalties pursuant to Labor Code §2698 et seq.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 et seq.)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and to keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226(a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check

or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures caused injury to Claimant and others by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code §2698 et seq.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 et seq. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.

Attorney for Claimant

PROOF OF SERVICE

Case No. 26STCV14623
Ojeda v. Steak 48 Beverly Hills, LLC

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On July 20, 2026, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Peter Lewicki
Thalia Rofos
O'HAGAN MEYER
4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
plewicki@ohaganmeyer.com
trofos@ohaganmeyer.com
estanford@ohaganmeyer.com

Attorneys for Defendant
STEAK 48 BEVERLY HILLS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this July 20, 2026, in Glendale, California.



NADIA CHAVEZ