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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ROLANDO AVILA PEDROZA, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

RANCHO SANTA FE ASSOCIATION, a
California nonprofit corporation; and DOES 1 to
50, inclusive,

Defendants.

CLASS ACTION

COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 3. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 4. FAILURE TO PAY ALL SPLIT SHIFT PAY;**
- 5. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 6. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 7. INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202;**
- 8. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202; AND**
- 9. IMPROPER SERVICE CHARGES UNDER LABOR CODE § 351**
- 10. INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS RELATIONS;**
- 11. BREACH OF CONTRACT;**
- 12. UNJUST ENRICHMENT; AND**
- 13. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Rolando Avila Pedroza ("Plaintiff"), an individual on behalf of himself and all others
2 similarly situated, hereby files this Complaint against Defendant Rancho Santa Fe Association, a
3 California corporation, and Does 1 to 50 (collectively referred to as "Defendants"). Plaintiff is
4 informed and believes, and on the basis of that information and belief, alleges as follows:

5 **INTRODUCTION**

6 1. This is a civil action seeking recovery for Defendants' violations of the California
7 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
8 California Industrial Welfare Commission (the "IWC Wage Orders") and related common law
9 principles.

10 2. Plaintiff's action seeks monetary damages including full restitution from
11 Defendants as a result of Defendants' unlawful, fraudulent, and/or unfair business practices.

12 3. The acts complained of herein occurred, occur and will occur, at least in part, within
13 the time period from four years preceding the filing of the original Complaint herein, up to and
14 through the time of trial for this matter although this should not automatically be considered the
15 statute of limitations for any cause of action herein.

16 4. For introductory and general information only (and not to be considered a proposed
17 class definition), the relevant individuals in this action are Defendants' non-exempt employees who
18 were subjected to Defendants' policies and practices as described herein. Any differences in job
19 activities between the different individuals in these positions were and are legally insignificant to
20 the issues presented by this action.

21 **SUMMARY OF CLAIMS**

22 5. With regard to Defendants' non-exempt employees Defendants have:

- 23 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
24 worked;
- 25 b. Failed to provide all legally-required meal periods;
- 26 c. Failed to authorize and permit all paid legally-required rest periods;
- 27 d. Failed to pay the appropriate split shift premiums;
- 28 e. Independently failed to timely furnish accurate itemized wage statements;

- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Independently violated Labor Code §§ 201-202;
- h. Derivatively violated Labor Code §§ 201-202;
- i. Failed to pay all tips where service charges were imposed that customers reasonably believed to be gratuities; and
- j. Conducted unfair business practices.

PARTIES

Plaintiff Rolando Avila Pedroza

6. Plaintiff Rolando Avila Pedroza is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff last worked for Defendants as a non-exempt employee with the position of a Busser from approximately June of 2025 through January of 2026 in San Diego County, California.

8. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff, while acting for Defendants in his capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to provide all legally-required meal periods;
- c. Failed to authorize and permit all paid legally-required rest periods;
- d. Independently failed to timely furnish accurate itemized wage statements;
- e. Derivatively failed to timely furnish accurate itemized wage statements;
- f. Independently violated Labor Code §§ 201-202;
- g. Derivatively violated Labor Code §§ 201-202;
- h. Failed to pay all tips where service charges were imposed that customers reasonably believed to be gratuities; and
- i. Conducted unfair business practices.

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Defendant Rancho Santa Fe Association

9. Defendant Rancho Santa Fe Association is now and/or at all times mentioned in this Complaint was a California corporation, and the owner and operator of an industry, business, and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

12. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

14. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

17. Defendants, and each of them, at all times mentioned in this Complaint concurred

1 and contributed to the various acts and omissions of each and every one of the other Defendants
2 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

3 18. Defendants, and each of them, at all times mentioned in this Complaint approved
4 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
5 this Complaint.

6 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
7 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
8 causing the damages alleged in this Complaint.

9 20. Defendants, and each of them, at all times mentioned in this Complaint engaged in
10 actions that resulted in the unjust enrichment of Defendants and an unfair business advantage over
11 businesses that regularly comply with the Labor Code and California Business and Professions
12 Code.

13 **JURISDICTION AND VENUE**

14 21. The California Superior Court has jurisdiction in this matter due to Defendants'
15 aforementioned violations of California statutory law and/or related common law principles.

16 22. The California Superior Court also has jurisdiction in this matter because both the
17 individual and aggregate monetary damages and restitution sought herein exceed the minimal
18 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19 23. The California Superior Court also has jurisdiction in this matter because during their
20 employment with Defendants, Plaintiff and the members of the putative Classes herein were all
21 California citizens and Defendant Rancho Santa Fe Association conducted business in California.
22 Further, there is no federal question at issue, as the issues herein are based solely on California statutes
23 and law.

24 24. Venue is proper in San Diego County under Code of Civil Procedure § 395(a) and
25 Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each Defendant either is found,
27 maintains offices, transacts business, and/or has an agent therein.

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CLASS ACTION ALLEGATIONS

25. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

26. The putative classes Plaintiff will seek to certify are currently composed of and defined as follows:

- a. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the “Wage Class”);
- b. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding meal periods as specifically described herein (hereinafter, the “Meal Period Class”);
- c. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding paid rest periods as specifically described herein (hereinafter, the “Rest Period Class”);
- d. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding split shift wages as specifically described herein (hereinafter, the “Split Shift Class”);
- e. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);

- 1 f. All California citizens employed by Defendants as hourly-paid, non-exempt
2 employees during the appropriate time period who were derivatively subjected
3 to Defendants' policies and practices regarding itemized wage statements as
4 specifically described herein (hereinafter, the "Derivative Wage Statement
5 Class");
- 6 g. All formerly-employed California citizens employed by Defendants as non-
7 exempt employees during the appropriate time period who were independently
8 subjected to Defendants' policies and practices regarding Labor Code § 203 and
9 the payment of final wages as specifically described herein (hereinafter, the
10 "Independent LC 203 Class");
- 11 h. All formerly-employed California citizens employed by Defendants as non-
12 exempt employees during the appropriate time period who were derivatively
13 subjected to Defendants' policies and practices regarding Labor Code § 203 and
14 the payment of final wages as specifically described herein (hereinafter, the
15 "Derivative LC 203 Class");
- 16 i. All California citizens employed by Defendants as non-exempt employees
17 during the appropriate time period who served customers of Defendants that
18 were charged a "Service Charge" or other similarly-labeled fee as specifically
19 described herein (hereinafter, the "Tipping Class"); and
- 20 j. All California citizens employed by Defendants as non-exempt employees
21 during the appropriate time period regarding whom Defendants have engaged
22 in unlawful, unfair and/or fraudulent business acts or practices prohibited by
23 Business & Professions Code §§ 17200, et seq. as specifically described herein
24 (hereinafter, the "17200 Class").

25 27. The Wage Class, Meal Period Class, Rest Period Class, Split Shift Class,
26 Independent Wage Statement Class, Derivative Wage Statement Class, Independent LC 203 Class,
27 Derivative LC 203 Class, Tipping Class, and 17200 Class are herein collectively referred to as the
28 "Classes."

1 28. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
2 necessary to amend the definition of the Classes. Plaintiff will formally define and designate a
3 class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

4 29. Numerosity (Code of Civil Procedure § 382):

- 5 a. The potential quantity of members of the Classes as defined is so numerous that
6 joinder of all members is unfeasible and impractical;
- 7 b. The disposition of the claims of the members of the Classes through this class
8 action will benefit both the parties and this Court;
- 9 c. The quantity of members of the Classes is unknown to Plaintiff at this time;
10 however, it is estimated that the membership of the Classes numbers greater
11 than 100 individuals; and
- 12 d. The quantity and identity of such membership is readily ascertainable via
13 inspection of Defendants' records.

14 30. Superiority (Code of Civil Procedure § 382): The nature of this action and the
15 nature of the laws available to Plaintiff makes the use of the class action format particularly
16 efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein,
17 as follows:

- 18 a. California has a public policy that encourages the use of the class action device;
- 19 b. By establishing a technique whereby the claims of many individuals can be
20 resolved at the same time, the class suit both eliminates the possibility of
21 repetitious litigation and provides small claimants with a method of obtaining
22 redress for claims which would otherwise be too small to warrant individual
23 litigation;
- 24 c. This case involves large corporate Defendants and a large number of individual
25 Class members with many relatively small claims and common issues of law
26 and fact;
- 27 d. If each individual member of the Classes was required to file an individual
28 lawsuit, the large corporate Defendants would necessarily gain an

unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;

e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being;

f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;

g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even if possible, would likely create:

i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;

ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;

iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;

iv) potentially incompatible standards of conduct for Defendants; and

v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

- 1 h. The claims of the individual members of the Classes are not sufficiently large
2 to warrant vigorous individual prosecution considering all of the concomitant
3 costs and expenses attendant thereto;
- 4 i. Courts seeking to preserve efficiency and other benefits of class actions
5 routinely fashion methods to manage any individual questions; and
- 6 j. The Supreme Court of California urges trial courts, which have an obligation
7 to consider the use of innovative procedural tools to certify a manageable class,
8 to be procedurally innovative in managing class actions.

9 31. Well-defined Community of Interest: Plaintiff also meets the established standards
10 for class certification, as follows:

- 11 a. Typicality: The claims of Plaintiff Rolando Avila Pedroza are typical of the
12 claims of all members of the Classes he seeks to represent because all members
13 of the Classes sustained injuries and damages arising out of Defendants'
14 common course of conduct in violation of law and the injuries and damages of
15 all members of the Classes were caused by Defendants' wrongful conduct in
16 violation of law, as alleged herein.
- 17 b. Adequacy: Plaintiff Rolando Avila Pedroza:
- 18 i) is an adequate representative of the Classes he seeks to represent;
- 19 ii) will fairly protect the interests of the members of the Classes;
- 20 iii) has no interests antagonistic to the members of the Classes; and
- 21 iv) will vigorously pursue this suit via attorneys who are competent, skilled
22 and experienced in litigating matters of this type.
- 23 c. Predominant Common Questions of Law or Fact: There are common questions
24 of law and/or fact as to the members of the Classes which predominate over
25 questions affecting only individual members of the Classes, including, without
26 limitation:
- 27 i) Whether Defendants paid the legal and appropriate straight time pay,
28 minimum wage pay and/or overtime pay for all work hours to the

- members of the Wage Class;
- ii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- iii) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;
- iv) Whether Defendants paid the appropriate split shift premiums to the members of the Split Shift Class;
- v) Whether Defendants independently failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- vi) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- vii) Whether Defendants are independently liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- viii) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- ix) Whether Defendants had a policy and practice of failing to pay members of the Tipping Class all gratuities from the service charges;
- x) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- xi) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xii) Whether the members of the Classes are entitled to injunctive relief;
- xiii) Whether the members of the Classes are entitled to restitution; and

xiv) Whether Defendants are liable for attorneys' fees and costs.

32. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

33. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

34. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

35. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

36. Labor Code § 1182.12, effective July 1, 2014, states, "Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour." Further, under Labor Code § 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour." Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour." Under Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour." Under Labor

Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per hour.”

37. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

38. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

39. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

40. Under the IWC Wage Order(s), Defendants are required to pay the members of the Wage Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

41. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding the members of the Wage Class;
- b. Required the members of the Wage Class to spend time under Defendants’ control for work-related tasks without compensation;

1 c. Defendants suffered, permitted, and/or required the members of the Wage Class to
2 work without paying for all time they were under Defendants' control.

3 42. Because Defendants required the members of the Wage Class to remain under
4 Defendants' control without paying therefore, this resulted in the members of the Wage Class
5 earning less than the legal minimum wage in the State of California.

6 43. Defendants' pattern, practice, and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class,
9 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
10 appropriate rate.

11 44. Further, Defendants' pattern and practice in uniform administration of corporate
12 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
13 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
14 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
15 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
16 compensation paid and the applicable minimum wage, including interest thereon.

17 45. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
18 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
19 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
20 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
21 unpaid and interest thereon.

22 46. That calculation of individual damages for the members of the Wage Class may at
23 some point be required does not foreclose the possibility of taking common evidence on questions
24 regarding their entitlement to overtime compensation.

25 47. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
26 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 48. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
28 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

49. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

50. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

51. Labor Code § 512 provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.”

52. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

53. Section 11(C) of the IWC Wage Orders provides, “Unless the 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. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

1 54. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
2 an employee a meal period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
4 workday that the meal period is not provided.”

5 55. On one or more occasions, the members of the Meal Period Class worked over five
6 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
7 minutes prior to exceeding five hours of employment.

8 56. Further, on one or more occasions, some members of the Meal Period Class worked
9 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not
10 less than 30 minutes prior to exceeding 10 hours of employment.

11 57. The members of the Meal Period Class did not validly or legally waive their meal
12 periods, by mutual consent with Defendants or otherwise.

13 58. The members of the Meal Period Class did not enter into any written agreement
14 with Defendants agreeing to an on-duty paid meal period.

15 59. As a matter of Defendants’ established company policy, Defendants failed to
16 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
17 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
18 Meal Period Class with a first and in some cases a second legally compliant meal period.

19 60. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
20 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
21 with a state law, including, but not limited to, an applicable statute or applicable regulation,
22 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
23 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
24 employee one additional hour of pay at the employee’s regular rate of compensation for each
25 workday that the meal or rest or recovery period is not provided.,” the members of the Meal Period
26 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
27 employee’s regular rate of compensation for each work day that the meal period was not provided,
28 in a sum to be proven at trial.

1 61. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
2 Class seek recovery of pre-judgment interest on all amounts recovered herein.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

5 **(On Behalf of the Rest Period Class)**

6 **(Against All Defendants)**

7 62. Plaintiff incorporates by reference and realleges each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 63. Labor Code § 226.7(b) provides “An employer shall not require an employee to
11 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
12 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
13 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

14 64. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
15 amend working condition orders with respect to break periods, meal periods, and days of rest for
16 any workers in California consistent with the health and welfare of those workers.”

17 65. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
18 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
19 of each work period. The authorized rest period time shall be based on the total hours worked daily
20 at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period
21 need not be authorized for employees whose total daily work time is less than 3½ hours.
22 Authorized rest period time shall be counted as hours worked for which there shall be no deduction
23 from wages.”

24 66. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
25 employee a rest period in accordance with the applicable provisions of this order, the employer
26 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
27 workday that the rest period is not provided.”

28 67. The members of the Rest Period Class sometimes worked over four hours per shift.

Further, the members of the Rest Period Class sometimes worked over six hours per shift, and in some cases over 10 hours per shift.

68. The members of the Rest Period Class were entitled to a rest period of not less than 10 minutes for every four hours of work, or major fraction thereof.

69. As a matter of Defendants' established company policy, Defendants failed to always authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516, and Section 12 of the IWC Wage Order(s).

70. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which states "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided," the members of the Rest Period Class are entitled to damages in an amount equal to one additional hour of pay at each employee's regular rate of compensation for each work day that one or more rest periods were not so provided.

71. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL SPLIT SHIFT PAY

(On Behalf of the Split Shift Class)

(Against All Defendants)

72. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

73. Labor Code § 1182.12 provides the statewide minimum wage in California.

74. IWC Wage Orders § 4(C) states: "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday,

except when the employee resides at the place of employment.”

75. Defendants required the members of the Split Shift Class to work split shifts without payment of one additional hour’s pay at the minimum wage for each workday that a split shift was worked.

76. The members of the Split Shift Class did not reside at their place of employment.

77. The pattern and practice in uniform administration of corporate policy regarding Defendants’ failure to pay the legal split shift wage to the members of the Split Shift Class as described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by the members of the Split Shift Class, in a civil action, for the unpaid balance of the full amount of the unpaid split shift wages owed, calculated as one (1) hour’s pay at the minimum wage, including interest thereon.

78. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Split Shift Class seek recovery of pre-judgment interest on all amounts recovered herein.

79. Under Labor Code § 218.5, the members of the Split Shift Class request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

FIFTH CAUSE OF ACTION

INDEPENDENT FAILURE TO TIMELY

FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(On Behalf of the Independent Wage Statement Class)

(Against All Defendants)

80. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

81. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when 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 for any employee whose compensation is

solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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...”

82. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not and still do not furnish each of the members of the Independent Wage Statement Class with an accurate itemized statement in writing showing the total hours worked by the employee.

83. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot promptly and easily ascertain required information without reference to other documents or information.

84. Here, the members of Independent Wage Statement Class suffered injury because Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could not and cannot promptly and easily ascertain required information without reference to other documents or information.

85. In addition, the members of the Independent Wage Statement Class have suffered injury as a result of Defendants’ failure to provide accurate records for the members of the Independent Wage Statement Class in that the members of the Independent Wage Statement Class were not timely provided written accurate itemized statements showing all required information,

1 including but not limited to the total hours worked by the employee, in violation of Labor Code §
2 226, such that the members of the Independent Wage Statement Class were misled by Defendants
3 as to the correct information regarding various items, including but not limited to the total hours
4 worked by the employee.

5 86. The actual injuries suffered by the members of the Independent Wage Statement
6 Class as a result of Defendants' knowing and intentional failure to provide accurate records for the
7 members of the Independent Wage Statement Class include but are not limited to:

- 8 a. That such practice prevents the members of the Independent Wage Statement
9 Class from being able to effectively assess how and for what they were paid,
10 including, but not limited to, whether meal, rest, or split shift premiums were
11 paid and the ability to challenge information on their wage statements; and/or
12 b. The difficulty and expense of filing and maintaining this lawsuit and the
13 discovery required to collect and analyze the very information that California
14 law requires.

15 87. Under Labor Code § 226(e), the members of the Independent Wage Statement Class
16 are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs
17 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of \$4,000.00.

19 88. Under Labor Code § 226(g), the currently-employed members of the Independent
20 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
21 Labor Code § 226.

22 89. Under Labor Code §§ 226(e)/(g), the members of the Independent Wage Statement
23 Class are also entitled to an award of costs and reasonable attorneys' fees.

24 **SIXTH CAUSE OF ACTION**

25 **DERIVATIVE FAILURE TO TIMELY**

26 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

27 **(On Behalf of the Derivative Wage Statement Class)**

28 90. Plaintiff incorporates by reference and realleges each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 91. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly
4 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
5 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
6 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
7 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6)
8 the inclusive dates of the period for which the employee is paid... (8) the name and address of the
9 legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay
10 period and the corresponding number of hours worked at each hourly rate by the employee....”

11 92. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer
12 shall keep accurate information with respect to each employee including the following: (3) Time
13 records showing when the employee begins and ends each work period. Meal periods, split shift
14 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
15 payroll period and applicable rates of pay....”

16 93. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California
17 employers are required to maintain accurate records pertaining to the total hours worked for
18 Defendants by the members of the Derivative Wage Statement Class, including but not limited to,
19 beginning and ending of each work period, meal period and split shift interval, the total daily hours
20 worked, and the total hours worked per pay period and applicable rates of pay.

21 94. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
22 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
23 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
24 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5)
25 all applicable hourly rates in effect during each respective pay period and the corresponding
26 number of hours worked at each hourly rate by each respective individual.

27 95. As set forth herein in prior causes of action, Defendants failed to pay the members
28 of the Derivative Wage Statement Class all wages due and owing.

1 96. As a derivative result of this failure to pay wages and as a pattern and practice in
2 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
3 not maintain accurate records pertaining to the total hours worked for Defendants by the members
4 of the Derivative Wage Statement Class, including but not limited to, beginning and ending of
5 each work period, meal period interval, total daily hours worked, total hours worked per pay
6 period, and the applicable rates of pay.

7 97. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
8 employee suffers injury if the employer fails to provide accurate and complete information as
9 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
10 promptly and easily ascertain requisite information without reference to other documents or
11 information.

12 98. Here, the members of Derivative Wage Statement Class suffered injury because,
13 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
14 provide accurate and complete information as required by one or more items listed in Labor Code
15 § 226(a)(1)-(9).

16 99. In addition, the members of the Derivative Wage Statement Class have suffered
17 injury as a result of Defendants' failure to maintain accurate records for the members of the
18 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
19 were not timely provided written accurate itemized statements showing all requisite information,
20 including but not limited to total hours worked by the employee, net wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
23 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
24 the correct information regarding various items, including but not limited to total hours worked by
25 the employee, net wages earned and all applicable hourly rates in effect during the pay period and
26 the corresponding number of hours worked at each hourly rate.

27 100. The actual injuries suffered by the members of the Derivative Wage Statement
28 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for

1 the members of the Derivative Wage Statement Class include but are not limited to:

- 2 a. Confusion over whether they received all wages owed them by Defendants,
3 including, but not limited to, any premium wages;
- 4 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 5 c. Being forced to engage in mathematical computations to analyze whether
6 Defendants' wages in fact compensated for all hours worked;
- 7 d. The inability to accurately calculate wage rates complicated by the fact that
8 wage statement information required by Labor Code § 226 is missing;
- 9 e. That such practice prevents the members of the Derivative Wage Statement
10 Class from being able to effectively challenge information on their wage
11 statements; and/or
- 12 f. The difficulty and expense of filing and maintaining this lawsuit, and the
13 discovery required to collect and analyze the very information that California
14 law requires.

15 101. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class
16 are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs
17 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of \$4,000.00.

19 102. Under Labor Code § 226(g), the currently-employed members of the Derivative
20 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
21 Labor Code § 226.

22 103. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement
23 Class are also entitled to an award of costs and reasonable attorneys' fees.

24 **SEVENTH CAUSE OF ACTION**

25 **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202**

26 **(On Behalf of the Independent LC 203 Class)**

27 **(Against All Defendants)**

28 104. Plaintiff incorporates by reference and realleges each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 105. Labor Code § 201(a) states in pertinent part, “If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

5 106. Labor Code § 202(a) states in pertinent part, “If an employee not having a written
6 contract for a definite period quits his or her employment, his or her wages shall become due and
7 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
8 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
9 of quitting. Notwithstanding any other provision of law, an employee who quits without providing
10 a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates
11 a mailing address. The date of the mailing shall constitute the date of payment for purposes of the
12 requirement to provide payment within 72 hours of the notice of quitting.”

13 107. Labor Code § 203 provides that if an employer willfully fails to timely pay, without
14 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
15 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up
16 to 30 days from the due date thereof, until paid or until an action therefore is commenced.

17 108. The members of the Independent LC 203 Class are no longer employed by
18 Defendants as they were either discharged from or quit Defendants’ employ.

19 109. Defendants had a consistent and uniform policy, practice and procedure of willfully
20 failing to timely pay the earned wages of Defendants’ former employees, according to amendment
21 or proof.

22 110. For example, Plaintiff resigned on January 24, 2026. However, Defendants did not
23 pay his final wages for over 72 hours, providing two checks for final wages, one on January 27,
24 2026 and another on February 19, 2026. The checks did not include waiting time penalties.

25 111. As such, Defendants willfully failed to pay the members of the Independent LC 203
26 Class all wages due and owing at the time of their termination or within seventy-two hours of their
27 resignation.

28 112. Defendants’ willful failure to timely pay final wages to the members of the

1 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
2 have known final wages were due to the members of the Independent LC 203 Class by a date
3 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

4 113. Thus, the members of the Independent LC 203 Class are entitled to recovery under
5 to Labor Code § 203.

6 **EIGHTH CAUSE OF ACTION**
7 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**
8 **(On Behalf of the Derivative LC 203 Class)**
9 **(Against All Defendants)**

10 114. Plaintiff incorporates by reference and realleges each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
12 forth herein.

13 115. Labor Code § 203 provides that if an employer willfully fails to pay, without
14 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
15 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up
16 to 30 days from the due date thereof, until paid or until an action therefor is commenced.

17 116. The members of the Derivative LC 203 Class are no longer employed by
18 Defendants as they were either discharged from or quit Defendants' employ.

19 117. Defendants had a consistent and uniform policy, practice and procedure of willfully
20 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
21 amendment or proof.

22 118. As set forth above, Defendants willfully failed to pay the members of the Derivative
23 LC 203 Class their entire wages due and owing at the time of their termination or within seventy-
24 two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

25 119. Defendants' willful failure to pay wages to the members of the Derivative LC 203
26 Class violates Labor Code § 203 because Defendants knew or should have known wages were due
27 to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to pay
28 them.

1 120. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
2 Labor Code § 203.

3 **NINTH CAUSE OF ACTION**
4 **FAILURE TO PAY ALL GRATUITIES**
5 **FROM IMPROPER SERVICE CHARGES**
6 **(On Behalf of the Tipping Class)**
7 **(Against All Defendants)**

8 121. Plaintiff incorporates by reference and realleges each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 122. Pursuant to hospitality industry customs, employees who provide a service to
12 customers receive gratuities that supplement their income.

13 123. Labor Code § 351(a) states in pertinent part, “No employer or agent shall collect,
14 take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a
15 patron, or deduct any amount of wages due an employee on account of a gratuity, or require an
16 employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages
17 due the employee from the employer. Every gratuity is hereby declared to be the sole property of
18 the employee or employees to whom it was paid, given, or left for.”

19 124. Defendants, as a matter of established company policy and procedure, at each and
20 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 21 a. Maintained a policy and practice of adding a “Service Charge” to each bill that
22 required payment from Defendants’ customers and, given the percentage
23 included on the “Service Charge”, customers reasonably believed them to be
24 gratuities that would ultimately be paid to Plaintiff and the Tipping Class;
25 b. Failed to pay the entirety of the “Service Charge” to Plaintiff and members of
26 the Tipping Class.

27 125. Due to the manner in which the “Service Charge” was presented on the bills and
28 the customary percentage that was calculated into them that framed it as a tip, customers paid these

charges reasonably believing that they would be remitted to Plaintiff and the service staff.

126. Defendants, however, would keep a portion of these gratuities for themselves, despite being aware that customers regularly misunderstand and reasonably assume that the entirety of the service charge would be tipped out to Plaintiff and the service staff.

127. Defendants have represented to Plaintiff and members of the Tipping Class that they would be receiving gratuities for their services, but have failed to provide them with all their tips owed from the Service Charges.

128. Defendants' pattern and practice of maintaining a fraudulent policy that relies on its customers' reasonable assumptions of tip distribution from the service charges have resulted in significant injury and a loss of tips to Plaintiff and the Tipping Class.

129. Defendants, therefore, have violated Labor Code § 351, which expressly makes it illegal for employers to not remit non-managerial service employees the full amount of gratuities that are charged to customers.

130. Prior to 2026, Defendants' violation of Labor Code § 351 was enforceable under the Unfair Competition Law.

TENTH CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS RELATIONS

(On Behalf of the Tipping Class)

(Against All Defendants)

131. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

132. As detailed in the section above, Defendants knew that the "Service Charge" they imposed on the bills to their customers would reasonably be interpreted as gratuities that would benefit Plaintiff and the Tipping Class.

133. Regardless of this knowledge, Defendant took no steps to clarify the "Service Charge" and instead benefited from customers' misunderstanding and reasonable assumptions by retaining a portion of the monies paid from the Service Charge instead of remitting it fully to

1 Plaintiff and the service staff.

2 134. Such unlawful conduct by Defendants resulted in significant loss of income and
3 tips to Plaintiff and the Tipping Class to which they were entitled to.

4 135. Under common law, Defendants' violations as described herein and in the section
5 above, amounts to the unlawful intentional interference with the advantageous relationships that
6 exist between service staff employees and Defendant's customers.

7 **ELEVENTH CAUSE OF ACTION**

8 **BREACH OF CONTRACT**

9 **(On Behalf of the Tipping Class)**

10 **(Against All Defendants)**

11 136. Plaintiff incorporates by reference and realleges each and every one of the
12 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
13 forth herein.

14 137. In the hospitality industry, it is customary and not uncommon that establishments
15 add gratuity charges on the bills with customers understanding that those monies are to be paid
16 completely to the service staff.

17 138. Upon being hired, and throughout their employment, Defendants have represented
18 to Plaintiff and members of the Tipping Class that they would be receiving gratuities for their
19 services, but have failed to remit the total proceeds of tips added to bills to the non-managerial
20 service employees.

21 139. As a consequence of their conduct, Defendants' have breached a contract, express
22 or implied, with their customers that their employees would receive all proceeds of the gratuities,
23 for which the service employees are third party beneficiaries.

24 **TWELFTH CAUSE OF ACTION**

25 **UNJUST ENRICHMENT**

26 **(On Behalf of the Tipping Class)**

27 **(Against All Defendants)**

28 140. Plaintiff incorporates by reference and realleges each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 141. As a result of retaining a portion of the gratuities intended for Plaintiff and the
4 service staff from the service charges they imposed on their customers, Defendants have been
5 unjustly enriched.

6 142. Defendants' willful and deliberate conduct as described above and in the previous
7 sections is unjust and inequitable. Therefore, Defendant must pay restitution to Plaintiff and the
8 Tipping Class for their unjust enrichment.

9 **THIRTEENTH CAUSE OF ACTION**

10 **UNFAIR BUSINESS PRACTICES**

11 **(On Behalf of the 17200 Class)**

12 **(Against All Defendants)**

13 143. Plaintiff incorporates by reference and realleges each and every one of the
14 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
15 forth herein.

16 144. Business & Professions Code § 17200 provides, in pertinent part, "unfair
17 competition shall mean and include any unlawful, unfair or fraudulent business act."

18 145. Business & Professions Code § 17205 provides that unless otherwise expressly
19 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
20 and to the remedies or penalties available under all other laws of this state."

21 146. Business & Professions Code § 17204 provides that an action for any relief from
22 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
23 money or property as a result of such unfair competition.

24 147. Defendants have engaged in unlawful, unfair and fraudulent business acts or
25 practices prohibited by Business & Professions Code § 17200, including those set forth in the
26 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200
27 Class of the minimum working standards and conditions due to them under the Labor Code and/or
28 the IWC Wage Orders, as specifically described herein.

As to the First Cause of Action for Failure to Pay All Wages:

(2) For recovery of the unpaid balance of the full amount of the straight time compensation due and owing, according to proof;

(3) For liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

(4) For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

(5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Second Cause of Action for Failure to Provide Meal Periods:

(7) For one hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided;

(8) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Third Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

(9) For one hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided;

(10) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fourth Cause of Action for Unpaid Split Shift Wages:

(11) For recovery of 1 hour's pay at the minimum wage for each workday that a split shift was worked, according to proof;

(12) For pre-judgment interest as allowed by Labor Code § 218.6 and Civil Code § 3287;

(13) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;

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1 As to the Fifth Cause of Action for Independent Failure to Timely Furnish

2 Accurate Itemized Wage Statements:

3 (14) For recovery as authorized by Labor Code § 226(e);

4 (15) For an award of costs and reasonable attorneys' fees under Labor Code §§
5 226(e)/(g);

6 As to the Sixth Cause of Action for Derivative Failure to Timely Furnish

7 Accurate Itemized Wage Statements:

8 (16) For recovery as authorized by Labor Code § 226(e);

9 (17) For an award of costs and reasonable attorneys' fees under Labor Code §§
10 226(e)/(g);

11 As to the Seventh Cause of Action for Independent Violations of Labor Code §§ 201-202:

12 (18) For recovery as authorized by Labor Code § 203;

13 As to the Eighth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

14 (19) For recovery as authorized by Labor Code § 203;

15 As to the Ninth Cause of Action for Violations of Labor Code § 351:

16 (20) For recovery as authorized by Labor Code § 351;

17 (21) For penalties under Labor Code § 1197.1;

18 (22) For an award of reasonable attorneys' fees and costs;

19 As to the Tenth Cause of Action for the Intentional Interference with Advantageous Relations:

20 (23) For the recovery of compensatory damages;

21 As to the Eleventh Cause of Action for Breach of Contract:

22 (24) For the recovery of compensatory damages;

23 As to the Twelfth Cause of Action for Unjust Enrichment:

24 (25) For an Order requiring Defendants to make full restitution and payment under
25 California law;

26 (26) For an Order for a preliminary and/or permanent injunction prohibiting Defendants
27 from engaging in the acts complained of herein;

28 ///

As to the Thirteenth Cause of Action for Unfair Business Practices:

(27) For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

(28) For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

(29) For an Order requiring Defendants to make full restitution and payment under California law;

(30) For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;

(31) For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

(32) For all other appropriate injunctive, declaratory and equitable relief;

(33) For interest to the extent permitted by law;

(34) For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

As to All Causes of Action:

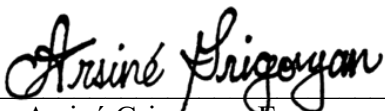
(35) For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: May 1, 2026

D.LAW, INC.

By: 
Arsiné Grigoryan, Esq.
Aram Boyadjian, Esq.

Attorneys for Plaintiff