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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KYLE STEPHEN LYSKOSKI,

Plaintiff,

vs.

CLUB LOS GLOBOS CORPORATION;
and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 24STCV03706

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) FAILURE TO PROVIDE PAY RECORDS;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, KYLE STEPHEN LYSKOSKI (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants CLUB LOS GLOBOS CORPORATION; and DOES 1 to 25, inclusive (hereinafter collectively "CLUB LOS GLOBOS" or "Defendant(s)") do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant CLUB LOS GLOBOS CORPORATION is and was a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of

1 that information and belief, alleges that at all times herein mentioned, each of the remaining
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
3 under the authority of their agency, employment, or representative capacity, with the consent of
4 his/her codefendants.

5 **GENERAL ALLEGATIONS**

6 6. Plaintiff started working at CLUB LOS GLOBOS as a bouncer on or around
7 September/October 2023. Plaintiff was classified as an hourly, non-exempt employee and his
8 latest rate of pay was \$20.00 per hour. Plaintiff is still employed by CLUB LOS GLOBOS.
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10 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
11 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
12 Security Services USA, Inc., an onsite security provider. After about a year of employment,
13 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
14 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
15 termination of employment and weekly payment of wages to temporary employees. The trial
16 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
17 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
18 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
19 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
20 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
21 PAGA representative to sue for violations that the representative has personally suffered. The
22 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
23 and others. The statute also states that an “aggrieved employee” is “any person who was
24 employed by the alleged violator and against whom one or more of the alleged violations was
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1 committed.” Because at least one of the violations that Huff had alleged had affected him
2 personally, the Court of Appeal denied Securitas’ motion.

3 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
4 other employees, it allows for suits broader than the specific violations the named
5 employee experienced. Therefore, even if the employee did not personally experience the
6 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
7 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
8 behalf of all other employees, including ALL hourly, non-exempt employees who worked for
9 CLUB LOS GLOBOS at any of their locations in the state of California during the relevant
10 PAGA period.
11

12 9. It is Plaintiff’s position that CLUB LOS GLOBOS has violated the following Labor
13 Code Sections against Plaintiff and other similarly situated aggrieved employees, who include
14 all non-exempt, hourly employees who worked for CLUB LOS GLOBOS at their various
15 locations in the State of California during the relevant PAGA period.
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17 10. CLUB LOS GLOBOS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because
18 it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
19 including the statutory minimum wage for all hours worked and for “off the clock” work. This
20 is so because CLUB LOS GLOBOS had a company policy wherein they would
21 disproportionately round down the number of hours worked, resulting in “time shaving” and
22 further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and
23 to the extent that Plaintiff and others worked through their meal periods while “off the clock”,
24 they were not compensated for all hours worked, which would be akin to a minimum wage
25 violation. Moreover, CLUB LOS GLOBOS failed to compensate its employees the proper
26 reporting time pay.
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1 11. Due to the above "off the clock" violations, CLUB LOS GLOBOS also violated Labor
2 Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime
3 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or
4 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees'
5 actual work hours entitled them to overtime compensation, however, CLUB LOS GLOBOS
6 did not compensate its hourly, non-exempt employees with the correct amount of overtime due
7 to the "off the clock" work and time shaving as described above. Furthermore, CLUB LOS
8 GLOBOS failed to include bonuses/incentive payments in calculating employees' regular rate
9 of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and
10 bonus payments were also not factored into employees' regular rate for purposes of receiving
11 meal and rest break premiums per the Ferra v. Loews case.

13 12. CLUB LOS GLOBOS also violated Labor Code § 226.7 and the appropriate Industrial
14 Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other
15 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
16 work, or majority portion thereof, throughout their employment. CLUB LOS GLOBOS did
17 not completely relieve Plaintiff and others of all duty during said rest periods. CLUB LOS
18 GLOBOS did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular
19 rate of compensation for each workday that one or more statutory rest periods was not
20 provided. It was not part of the company policy for employees such as Plaintiff to consistently
21 take at least two rest breaks per shift. The concept of rest breaks was not consistently
22 implemented. Moreover, it would not have been possible for employees such as Plaintiff and
23 others to take such rest breaks due to being understaffed and due to a heavy workload,
24 especially in the fast-paced club industry where Plaintiff is constantly having to be on alert
25 with customers in trying to maintain a safe atmosphere. As such, the culture as well as the
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1 policies and procedures of CLUB LOS GLOBOS did not lend itself to the employees receiving
2 consistent statutory rest breaks, including 2 rest breaks for an 8-hour shift, wherein they were
3 relieved of all work duties. The environment at CLUB LOS GLOBOS was not conducive to
4 receiving multiple statutory rest breaks under California law and timely, statutory rest breaks
5 were not authorized or enforced.

6 13. CLUB LOS GLOBOS violated Labor Code §§ 512 and 226.7 and the appropriate
7 Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide hourly, non-
8 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
9 periods for every five (5) hours of work throughout their employment. CLUB LOS GLOBOS
10 did not completely relieve Plaintiff and other employees of all duty during said meal
11 periods. CLUB LOS GLOBOS did not pay to Plaintiff and its hourly, non-exempt employees
12 one additional hour of pay at their regular rate of compensation for each workday that one or
13 more statutory meal periods was not provided. Plaintiff and others were simply not able to take
14 a meal period. In fact, management would tell Plaintiff that there just isn't enough people
15 working for Plaintiff to actually go on any type of statutory break. Management would actually
16 get upset with Plaintiff for even going to the bathroom and not being on post. If Plaintiff and
17 other aggrieved employees were able to take meal breaks, the meal breaks would be late and
18 after the 5th hour worked or they would be interrupted due to work obligations. The latter was
19 due to the workload and due to being in a fast-paced work environment. Like the rest breaks,
20 consistently receiving a thirty-minute uninterrupted and timely meal break was not part of the
21 company culture and was not enforced by CLUB LOS GLOBOS. Consequently, it was the
22 normal practice and custom of CLUB LOS GLOBOS not to authorize, permit, and enforce
23 timely statutory meal periods. If CLUB LOS GLOBOS had Plaintiff sign a meal period waiver,
24 it would not be valid and enforceable since Plaintiff and others generally worked more than a
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1 6-hour shift. If CLUB LOS GLOBOS had Plaintiff sign an on-duty meal period agreement
2 wherein Plaintiff agreed to work through the meal periods, it would be invalid and
3 unenforceable because the nature of Plaintiff's job as a bouncer does not and did not prevent
4 him from taking a meal period and the company could have hired "breakers" to relieve Plaintiff
5 of his job duties so that he can actually take a timely, uninterrupted meal period. Moreover, any
6 such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement
7 even if it was signed. As such, Plaintiff and others did not always receive statutory, timely
8 meal periods during their employment. To the extent that CLUB LOS GLOBOS argues that
9 employees receive meal break premium pay for missed, short, or late meal periods, that
10 argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the
11 violations themselves, irrespective of whether an employee received the premium payment for
12 a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court
13 stated, "section 226.7 does not give employers a lawful choice between
14 providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire*
15 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
16 pay does not excuse the violation; the employer has still committed a violation even if the
17 remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
18 2016 WL 1110302 at *4). As such, the work environment and culture at CLUB LOS GLOBOS
19 was not conducive to receiving consistent, timely, statutory meal breaks under California law.
20 Moreover, any meal or rest break premiums paid were not compensated at the weighted
21 average regular rate, inclusive of bonuses and/or incentive payments as well as overtime
22 compensation.
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26 14. Furthermore, during the relevant time period, and due to the above labor code
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1 violations, CLUB LOS GLOBOS failed to pay Plaintiff and other similarly situated aggrieved
2 employees all wages due to them within any time period specified by California Labor Code
3 section 204. In fact, Plaintiff's paychecks were often late, even by over 30 days. CLUB LOS
4 GLOBOS was also in violation of California Labor Code section 226(a) by failing to include
5 pertinent information on the wage statements, including but not limited to, the correct hourly
6 rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net
7 wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
8 and end of the pay period, all employee identifying information, the correct and complete name
9 and address of the legal employer, and reimbursement for business expenses, among others. As
10 such, CLUB LOS GLOBOS did not provide Plaintiff and other similarly situated aggrieved
11 employees with complete, accurate itemized wage statements.

13 15. During the relevant time period, CLUB LOS GLOBOS also failed to keep accurate and
14 complete payroll records showing the actual hours worked per day and the wages paid to
15 Plaintiff and others pursuant to California Labor Code sections 1174(d).

16 16. CLUB LOS GLOBOS also violated Labor Code § 203 because it willfully failed to pay
17 other similarly situated aggrieved employees earned and due wages upon separation of
18 employment, either immediately upon involuntary termination, or within 72 hours of
19 resignation. These earned but unpaid wages include compensation for all hours worked,
20 including minimum wages, overtime compensation, and premium pay for missed meal and rest
21 breaks.
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23 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
24 necessary, business-related expenses and costs that were not reimbursed by CLUB LOS
25 GLOBOS. These costs include, but are not limited to, uniforms, and use of personal cell
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1 phones/equipment for work purposes. Accordingly, CLUB LOS GLOBOS was in violation of
2 California Labor Code sections 2800 and 2802.

3 18. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
4 and have engaged in business practices which violate Business and Professions Code Section
5 17200.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

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9 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of
10 Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

14 20. At all times relevant herein, Defendants were required to compensate its employees for
15 all hours worked upon reporting for work at the appointed time stated by the employer
16 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
17 Regulations, Title 8, Section 11040/11050.

18
19 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
20 Plaintiff for all hours worked.

21 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
22 compensation for all hours worked but not paid by Defendants for the three (3) years
23 preceding the filing of this Complaint.

24
25 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
26 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
27 this Court.

1 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
2 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
3 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
4 reasonable attorney's fees and costs of suit.

5 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
7 amount known to Plaintiff once he has obtained all of his payroll records from
8 Defendants.
9

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(California Labor Code Sections 1194, 1194.2, 1197)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.
16

17 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
21 Regulations, Title 8, Section 11040/11050, subdivision 4.

22 28. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
23 times, "hours worked" included "the time during which an employee is subject to the control of
24 an employer, and includes all the time the employee is suffered or permitted to work, whether
25 or not required to do so..."
26

27 29. During his employment, Plaintiff was regularly required as a matter of uniform
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1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

5 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
6 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
7 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
8 to believe that their acts or omissions were not contrary to California law.
9

10 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
11 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
12 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
13 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
14 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.
15

16 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME**

21 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
22 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.
26

27 34. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
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1 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
2 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
3 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
4 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
5 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
6 week.

7 35. Plaintiff was a non-exempt employee entitled to the protections of the California
8 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
9 Title 8, Section 11040/11050.
10

11 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
12 single workday or forty (40) hours in a single workweek on numerous occasions.

13 37. Plaintiff was entitled to the above overtime premiums.

14 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
16 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
17 twelve (12) in a day.
18

19 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
20 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

21 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
22 within the three (3) years prior to the initiation of this lawsuit.
23

24 41. Defendants know or should know the actual dates of overtime worked, the amount of
25 overtime worked, and the amount of unpaid overtime due.

26 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
27 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
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1 Court.

2 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
3 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
4 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
5 reasonable attorney's fees and costs of suit.

6 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.
9

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.
16

17 46. Pursuant to California Labor Code Section 226, every employer must furnish each
18 employee an itemized statement of wages and deductions at the time of payment of wages.

19 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
20 accurately reflected all information required by Labor Code Section 226, including but not
21 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
22 missed meal and rest breaks, net wages earned, total hours worked by the employee, all
23 deductions, the correct start and end of the pay periods, the correct name and address of the
24 legal employing entity, among other items. Therefore, Defendants failed to maintain and
25 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
26 Code Section 226(a).
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1 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
3 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
4 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
5 reasonable attorney's fees.

6 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
7 sustained damages, including loss of earnings, in an amount to be established at trial. As a
8 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
9 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
10 and attorney's fees pursuant to statute.
11

12 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.
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16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

18 **(California Labor Code Section 204)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.
22

23 52. California Labor Code Section 204 establishes the fundamental right of all employees
24 in the State of California to be paid wages in a timely fashion for their work.

25 53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
26 full amount of all owed wages when due as required by California Labor Code Section 204.

27 54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
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1 informed, believes, and thereon alleges, that all times relevant during the liability period,
2 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
3 including overtime hours, the minimum wage, and premium pay for missed meal and rest
4 breaks.

5 55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
6 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
7 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
8 from Defendants' records or indirectly based on information from Defendants' records.
9

10 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

15 **(California Labor Code Sections 201, 203)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

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18 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

20 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
21 employee must immediately pay for all compensation due and owing.

22 59. Pursuant to California Labor Code Section 202, when an employee resigns, the
23 employer must pay all compensation due and owing within 72 hours of resignation, or on the
24 employee's last day of work, if the employee gives more than 72 hours notice of resignation.
25

26 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
27 without abatement or reduction, any wages of an employee whose employment ends, the wages
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1 of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; however, the wages shall not continue for more than 30 days for
3 failure to pay an employee owed wages.

4 61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
5 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

6 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
9 preceding the filing of this lawsuit.
10

11 63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
12 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
13 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

14 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.
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18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO GIVE REST BREAKS**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.
23

24 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 25 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
26 provides that every employer shall authorize and permit all employees to take rest
27 periods, which insofar as practicable shall be in the middle of each work period.
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1 The authorized rest period time shall be based on the total hours worked daily at the
2 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
4 provides that if an employer fails to provide an employee a rest period in
5 accordance with the applicable provisions of this order, the employer shall pay the
6 employee one (1) hour of pay at employee's regular rate of compensation for each
7 workday that the rest period is not provided;

8 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
9 penalizes the employer \$50.00 for each initial violation, per employee, of any
10 provision of the Wage Order, and \$100.00 for each additional violation thereafter
11 per employee; and
12

13 d. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any rest period mandated by an applicable order of
15 the Industrial Welfare Commission, and (b) if an employer fails to provide an
16 employee a rest period in accordance with an applicable order of the Industrial
17 Welfare Commission, the employer shall pay the employee one (1) additional hour
18 of pay at employee's regular rate of compensation for each work day that the rest
19 period is not provided.
20

21 67. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
22 rest break after every four (4) hours of work or major fraction thereof, as required by California
23 law.
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25 68. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
26 regulations, and wage orders alleged in this cause of action along with any allowable interest,
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1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

3 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
4 fees as well as interest under Labor Code section 218.6.

5 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

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9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO GIVE MEAL BREAKS**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

14 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 15 a. California Labor Code section 512(a), which requires that employees be given a 30-
16 minute uninterrupted meal break after five (5) hours of work, and a second
17 uninterrupted meal break after ten (10) hours of work;
18
19 b. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any meal period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if any employer fails to provide an
22 employee a meal period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at the employee's regular rate of compensation for each workday that the
25 meal period is not provided;
26
27 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
28

1 under Title 8 of the California Code of Regulations Section 11040/11050, which
2 states that if an employer fails to provide an employee a meal period in accordance
3 with the applicable provisions of the Wage Order, the employer shall pay the
4 employee one (1) hour of pay at the employee's regular rate of compensation for
5 each workday that the meal period is not provided;

6 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
7 codified under Title 8 of the California Code of Regulations Section 11040/11050,
8 which requires an employer to maintain records documenting its employees' meal
9 periods;
10

11 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
12 codified under California Code of Regulations Section 11040/11050, which
13 penalizes the employer \$50.00 for each initial violation, per employee, of any
14 provision of the Wage Order, and \$100.00 for each additional violation thereafter
15 per employee; and
16

17 f. California Labor Code section 1171 and 1173, which have given the California
18 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 or
19 7) as enforceable law.

20 73. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
21 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
22 take a second relieved meal break after ten (10) hours of work, as required by California law.
23 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
24 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires
25 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
26 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
27
28

1 work duty. California Labor Code section 226.7 provides that employers may not require their
2 employees to work through their meal periods. California Labor Code section 226.7 and
3 California Code of Regulations section 11040/11050 requires that if the employer fails to
4 provide the employee with an uninterrupted meal period, the employer must pay the employee
5 one (1) hour of pay for each work day that the meal period is not given.

6 74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
7 regulations, and wage orders alleged in this cause of action along with any allowable interest,
8 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
9 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
10

11 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
12 fees as well as interest under Labor Code section 218.6.

13 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.
16

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

19 **(Plaintiff against All Named Defendants and all DOE defendants)**

20 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

22 78. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
23 employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties."
25

26 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
27 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
28

1 of completing his job duties, which were not reimbursed by Defendant. These expenses
2 include, but are not limited to, uniforms, and use of personal cell phones/equipment for work
3 purposes.

4 80. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
5 and attorney's fees and costs, under Labor Code section 2802.

6 **TENTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
9 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,**
10 **1197, 1197.1, 1198, 2800, 2802)**

11 **(Plaintiff against All Named Defendants and all DOE defendants)**

12 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

14 82. Plaintiff has complied with the procedures for bringing suit specified in California
15 Labor Code § 2699.3. By letter dated November 29, 2023, Plaintiff gave written notice by
16 certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of
17 the specific provisions of the California Labor Code alleged to have been violated, including the
18 facts and theories to support the alleged violations.

19 83. Pursuant to California Labor code section 2699.3, no response was received from
20 the LWDA within 65 days of the postmark date of the above-alleged letter.

21 84. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendants' violations of the
24 Labor Code.

25 85. Pursuant to California Labor Code section 2699, any provisions of the Labor
26 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28 may, as an alternative, be recovered through a civil action brought by an aggrieved employee

1 on behalf of himself or herself and other current or former employees pursuant to the procedures
2 specified in California Labor Code section 2699.3.

3 86. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former employees, including all
6 current and former hourly, non-exempt employees who worked for CLUB LOS GLOBOS at any
7 of their locations in the State of California during the applicable PAGA Period.

8 87. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
9 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
10 numerous provisions of the California Labor Code as alleged in this Complaint.

11 88. Plaintiff therefore has exhausted all administrative remedies required of him under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
13 this cause of action and pursue penalties in a representative action for Defendants’ violations of
14 the Labor Code.

15 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
18 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual/victim specific relief or underpaid wages for himself or other employees
20 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
21 Complaint for individual wages but is not seeking wages through the PAGA action.

22 91. Specifically, Plaintiff seeks penalties under California Labor Code
23 section 2699, for the following:

24 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
25 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
26 and any other Labor Codes/Industrial Welfare Commission Order (No. 4/5) violated based
27 on the facts alleged in this Complaint.

28 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
2 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
3 limits of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE PERSONNEL RECORDS**

6 **(Plaintiff against all named Defendants and all DOE Defendants)**

7 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

9 94. Labor Code section 1198.5 dictates “every current and former employee, or his
10 or her representative, has the right to inspect and receive a copy of the personnel records that
11 the employer maintains relating to the employee’s performance or to any grievance concerning
12 the employee.”

13 95. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
14 employer shall make the contents of those personnel records available for inspection to the
15 current or former employee, or his or her representative, at reasonable intervals and at reasonable
16 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
17 personnel records when requested by Plaintiff via letter on November 29, 2023, as required by
18 law. Plaintiff requested his personnel records in accordance with California Labor Code section
19 1198.5(k) on November 29, 2023, via U.S. certified mail, return receipt requested.

20 96. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
21 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
22 suffered and continues to suffer substantial losses related to Defendants’ failure to provide
23 personnel records.

24 97. Plaintiff seeks all available remedies for Defendants’ violations including, but not
25 limited penalties, and costs to the extent permitted by law and according to proof at trial.
26 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
27 amount of \$750.00, along with costs and attorney’s fees.

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1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PAY RECORDS**

3 **(Plaintiff against all named Defendants and all DOE Defendants)**

4 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.

6 99. Labor Code section 226 sub-section (b) dictates “an employer...shall afford
7 current and former employees the right to inspect or copy records pertaining to their
8 employment, upon reasonable request to the employer...”

9 100. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
10 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
11 pertaining to a current or former employee shall comply with the request as soon as practicable,
12 but no later than 21 calendar days from the date of the request.” On information and belief,
13 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
14 via certified letter, return receipt requested, on November 29, 2023, and as required by law.
15 Plaintiff requested his pay records in accordance with California Labor Code section 226 on
16 November 29, 2023, via certified mail. Defendants failed to provide Plaintiff with an opportunity
17 to inspect or copy his pay records within 21 days.

18 101. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
19 and continues to suffer substantial losses related to Defendants’ failure to provide pay records.
20 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
21 amount of \$750.00, along with costs and attorney’s fees.

22 102. Plaintiff seeks all available remedies for Defendants’ violations including, but
23 not limited to, penalties, and costs to the extent permitted by law and according to proof at
24 trial.

25 **THIRTEENTH CAUSE OF ACTION**

26 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

27 **(California Business and Professions Code Section 17200)**

28 **(Plaintiff against All Named Defendants and all DOE defendants)**

103. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

104. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitutes unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

105. Defendant's violations of the California labor laws and the Labor Code constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other employees.

106. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et seq.

107. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to multiple damages as specifically provided in California Business and Professions Code section 17200 et seq.

108. For the four years preceding the filing of this action, Plaintiff requests restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

1. For compensatory damages including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special and consequential damages to the extent allowed by law;

3. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount according to proof;
4. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code sections 204, 210, and 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
11. For the imposition of civil penalties and/or statutory penalties;
12. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, and/or other applicable laws; and
13. Costs and expenses of suit incurred herein;
14. For all interest as allowed by law;

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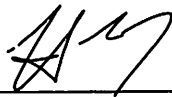
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1 15. For such other and further relief as the Court deems just and proper.

2 DATED: February 13, 2024

MESSRELIAN LAW INC.

3
4 By 
Harout Messrelian, Esq.
5 Attorneys for Plaintiff Kyle Stephen Lyskoski

6
7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10
11 DATED: February 13, 2024

MESSRELIAN LAW INC.

12
13 By 
Harout Messrelian, Esq.
14 Attorneys for Plaintiff Kyle Stephen Lyskoski