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Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Plaintiff JUAN MANZANO CRISANTO, as an individual and on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JUAN MANZANO CRISANTO, as an individual and on behalf of all aggrieved employees,

Plaintiff,

v.

SUI COMPANY DBA MA’S HOUSE
and DOES 1 through 50, inclusive,
Defendants.

Case No.: 30-2024-01372162-CU-OE-CXC

COMPLAINT

1. Violation of Lab. Code §§ 510, 1194 (Recovery of Unpaid Wages) under the Private Attorneys General Act (PAGA);
2. Violation of Lab. Code §§ 226.7, 512 (Meal Period Violations) under the Private Attorneys General Act (PAGA);
3. Violation of Lab. Code § 226.7 (Rest Period Violations) under the Private Attorneys General Act (PAGA);
4. Violation of Lab. Code § 226 (Failure to Provide Accurate Itemized Wage Statements) under the Private Attorneys General Act (PAGA);
5. Violation of Lab. Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment) under the Private Attorneys General Act (PAGA); and
6. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices) under the Private Attorneys General Act (PAGA)

1 Plaintiff JUAN MANZANO CRISANTO (“Plaintiff” or “CRISANTO”) complains and
2 alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
6 Defendant SUI COMPANY DBA MA’S HOUSE (“Defendant”). The term “RELEVANT TIME
7 PERIOD” or “TIME PERIOD” is defined as one (1) year plus sixty-five (65) days prior to the
8 filing of the complaint. Plaintiff reserves the right to amend this complaint to reflect a different
9 “Time Period” as further discovery is conducted.

10 2. Plaintiff, individually and on behalf of all Aggrieved Employees, seeks relief
11 against Defendant for (1) Failing to pay Plaintiff and aggrieved employees for all hours worked;
12 (2) failing to provide Plaintiff and aggrieved employees with rest periods or premium
13 compensation in lieu thereof; (3) failing to provide Plaintiff and aggrieved employees with
14 accurate itemized wage statements; (4) failing to pay Plaintiff and aggrieved employees all wages
15 earned and owed at separation of employment; and (5) failing to reimburse Plaintiff and aggrieved
16 employees for all necessary expenditures and losses incurred in furtherance of their job duties.

17 3. At all relevant times herein, Defendant has consistently maintained and enforced
18 the following unlawful policies and practices against Plaintiff:

19 (a) Willfully refusing to pay all hours worked, including both regular
20 and overtime wages;

21 (b) Willfully refusing to furnish accurate itemized wage statements
22 upon payment of wages; and

23 (c) Willfully refusing to pay all wages due upon separation of
24 employment;

25 **JURISDICTION AND VENUE**

26 4. This Court has subject matter jurisdiction over the causes of action alleged in this
27 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
28 excluded from exercising subject matter jurisdiction over said causes of action.

5. Venue is proper in the County of Orange because Defendant, SUI COMPANY DBA MA'S HOUSE, transacts business in this county, the obligations and liability arise in this county, and work performed by Plaintiff that forms the subject of this action occurred in this county.

6. The California Superior Court has jurisdiction in the matter, because of the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Orange, State of California. Defendant is a California corporation doing business in the State of California, County of Orange.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

THE PARTIES

Plaintiff

8. Plaintiff began employment with Defendant on or around July 2016 as a restaurant employee, with duties including cleaning utensils and dishes, preparing food, and performing basic kitchen cleaning duties such as sweeping and mopping. Throughout the Relevant Time Period, Plaintiff worked for Defendant within the County of Orange. Plaintiff was deemed a non-exempt hourly employee by Defendant. Plaintiff is accordingly entitled to compensation for all hours worked, overtime compensation, and penalties from Defendant.

Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a California corporation which operates as a restaurant, and is and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time Period.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the

violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided by the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee that was employed by Defendant and did not receive all wages due, was not paid minimum wages, was not paid overtime, was not provided with accurate wage statements, was not reimbursed for necessary expenditures, and was not able to take lawful meal and rest breaks or receive premium compensation in lieu thereof.

14. Prior to filing this complaint, on November 6, 2023, Plaintiff gave written notice by certified and/or electronic mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff's original letter sent to the LWDA is attached hereto as Exhibit A.

1 15. More than sixty-five (65) days have passed since Plaintiff submitted the November
2 6, 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
3 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
4 Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations.
5 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
6 to the November 6, 2023 PAGA notice.

7 **FACTUAL ALLEGATIONS**

8 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
9 employees wages due under California's wage and hour laws for work performed in California.
10 Defendant wrongfully refused to pay Plaintiff and the Aggrieved Employees regular wages,
11 overtime compensation, meal and rest break premiums, and other statutory benefits mandated by
12 California.

13 17. Throughout the Relevant Time Period, Defendant employed Plaintiff and the
14 Aggrieved Employees in non-exempt positions throughout California. Plaintiff and Aggrieved
15 Employees were employed by Defendant in positions that are paid at an hourly rate less than
16 twice that of the state minimum wage and remain under Defendant's direct control and
17 supervision. Accordingly, these positions remain non-exempt from California's wage and hour
18 laws yet Defendant fails to pay overtime, provide meal and rest breaks and otherwise pay all
19 wages due to these non-exempt employees, as required by law.

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
21 policies and practices described herein are common within the State of California.

22 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
24 all hours worked, including minimum, regular, and overtime wages, and that they were not
25 receiving all wages earned for work that was required to be performed. In violation of the Labor
26 Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees earned
27 wages by failing to compensate Plaintiff and Aggrieved Employees the mandatory minimum
28 wage. Defendant also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime

1 and double-time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
2 per workday.

3 20. Plaintiff alleges that Defendant failed to compensate Plaintiff and Aggrieved
4 Employees at the legally mandated wage rates for all hours worked. Specifically, Defendants
5 failed to compensated Plaintiff and Aggrieved Employees for work performed during meal and
6 rest breaks.

7 21. Defendant also maintained a policy and practice of requiring Plaintiff and
8 Aggrieved Employees to clock-out for their breaks and continue working. Defendant would then
9 clock Plaintiff and Aggrieved Employees back in, regardless of if they were able to take their full
10 break.

11 22. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
12 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half (1
13 ½) times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a
14 day were required to be compensated at a rate of two times the employee's base rate of pay.
15 Defendant's failure to pay Plaintiff and Aggrieved Employees the legally mandated overtime
16 wage also violated the Labor Code.

17 23. Defendant also required Plaintiff and Aggrieved Employees to frequently work
18 shifts in excess of eight (8) but refused to pay Plaintiff and Aggrieved Employees the applicable
19 overtime rate. Defendant maintained a policy and practice of requiring Plaintiff and Aggrieved
20 Employees to work on days they were not scheduled and compensated them in a cash amount that
21 was below the legally mandated minimum and overtime wage.

22 24. Defendant regularly required Plaintiff and Aggrieved Employees to arrive to the
23 restaurant earlier than their scheduled time and begin food and meal prep for their work shift off
24 the clock, without pay.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
26 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
27 wage statements that accurately showed their actual hours worked, total hours worked, number
28 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per

1 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
2 Aggrieved Employees were not provided with accurate itemized wage statements showing their
3 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
4 total hours worked per pay period.

5 26. By failing to include on Plaintiff and Aggrieved Employees' paystubs all
6 minimum wage and overtime and double-time owed, Defendant failed to keep accurate payroll
7 records and failed to provide Plaintiff and Aggrieved Employees with complete and accurate
8 wage statements.

9 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that Plaintiff and certain Aggrieved Employees were entitled to the timely
11 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
12 and certain Aggrieved Employees did not receive payment of all wages due upon separation of
13 employment within permissible time periods.

14 **FIRST CAUSE OF ACTION**

15 **Failure to Pay All Wages Owed, Including Minimum Wage and Overtime**
16 **(Plaintiff Against Defendants)**

17 28. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
18 fully alleged herein.

19 29. Labor Code section 1182.12 provides that on and after January 1, 2016, the
20 minimum wage for all industries shall not be less than ten (\$10.00) per hour. From January 1,
21 2018 to December 31, 2018, the applicable minimum wage rate in California was ten dollars and
22 fifty cents (\$10.50) per hour. From January 1, 2019 to December 31, 2019, the applicable
23 minimum wage rate in California was eleven dollars (\$11.00) per hour. From January 1, 2020,
24 through December 31, 2020, the applicable minimum wage rate in California was twelve dollars
25 (\$12.00) per hour. From January 1, 2021, through December 31, 2021, the applicable minimum
26 wage rate in California was thirteen dollars (\$13.00) per hour. From January 1, 2022, through
27 December 31, 2022, the applicable minimum wage rate in California was fourteen dollars
28

1 (\$14.00) per hour. As of January 1, 2023 the applicable minimum wage rate in California is fifteen
2 dollars (\$15.00) per hour.

3 30. Additionally, many California cities and counties impose a separate minimum
4 wage higher than that set by section 1182.12, which may be applicable to Plaintiff and the Plaintiff
5 Class.

6 31. Notwithstanding any other provision of the Labor Code, hourly minimum wage
7 rates are set for all industries according to statute. (Lab. Code § 1182.12). Employers must pay
8 employees no less than minimum wage for each hour worked. (Lab. Code § 1194; IWC Wage
9 Order 1-2001, Sect. 4.)

10 32. Any work in excess of eight hours in any workday and any work in excess of 40
11 hours in a workweek shall be compensated at a rate of no less than one and one-half times the
12 regular rate of pay for an employee. (Lab. Code § 510, subd. (a); IWC Wage Order 1-2001, Sect.
13 3(A)). Any work in excess of 12 hours in a workday shall be compensated at the rate of twice the
14 regular rate of pay for an employee. (*Ibid.*)

15 33. Any employee receiving less than the legal minimum wage or legal overtime
16 compensation is entitled to recover in a civil action the amount of unpaid wages and interests
17 thereon, attorneys' fees, and costs of suit. (Lab. Code § 1194, subd. (a)).

18 34. All wages earned in employment are due and payable twice during each calendar
19 month on dates designated in advance by the employer. (Lab. Code § 204).

20 35. Plaintiff and the aggrieved employees regularly worked over eight (8) hours per
21 day and forty (40) hours per week. Defendants failed to pay Plaintiff and the aggrieved employees
22 all minimum wage, overtime premiums, and/or double-time premiums for all hours worked in
23 excess of eight (8) hours per day and/or forty (40) hours per week for work performed for
24 Defendants.

25 36. Defendant maintained a policy and practice of requiring Plaintiff and Aggrieved
26 Employees to clock-out for their breaks and continue working. Defendant would then clock
27 Plaintiff and Aggrieved Employees back in, regardless of if they were able to take their full break.

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43. At all relevant times, Plaintiff and the aggrieved employees have worked shifts of more than five (5) hours in a workday.

44. Pursuant to Labor Code section 226.7, Plaintiff and the aggrieved employees are entitled to damages equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount according to proof.

45. At varying times relevant hereto, Plaintiff and the aggrieved employees have worked shifts of more than ten (10) hours in a workday.

46. Plaintiff and the aggrieved employees are entitled to penalties, attorneys' fees, and costs pursuant to Labor Code sections 2699, subdivision (g)(1) and prejudgment interest.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Premium Compensation in Lieu Thereof (Plaintiff against Defendants)

47. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

48. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

49. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and the aggrieved employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

50. Defendants failed to reasonably make available rest breaks to Plaintiff and the aggrieved employees during the Relevant Time Period.

51. Plaintiff and the aggrieved employees are entitled to penalties, attorneys' fees, and costs pursuant to Labor Code sections 2699, subdivision (g)(1) and prejudgment interest.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements and Maintain Records**

3 **(Plaintiff against Defendants)**

4 52. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
5 fully set forth herein.

6 53. Labor Code sections 226, 226.3, 1174, and 1174.5, and all applicable IWC Wage
7 Orders, provide that employers must keep records and provide employees with itemized wage
8 statements showing all hours worked and each applicable rate of pay in effect during the pay
9 period with the corresponding number of hours worked at each hourly rate.

10 54. Labor Code section 1174, subdivision (d) requires employers to keep at a central
11 location in California or at the plant or establishment at which the employees are employed,
12 payroll records showing the hours worked daily, and the wages paid to, each employee.

13 55. Labor Code section 226, subdivision (a) requires employers to provide employees
14 – either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
15 separately when wages are paid by personal check or cash – an accurate itemized wage statement
16 in writing including specified information, including but not limited to: (1) gross wages earned;
17 (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all
18 deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is
19 paid; (7) the name of the employee and only the last four digits of his or his social security number
20 or an employee identification number other than a social security number; (8) the name and
21 address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect
22 during the pay period and corresponding number of hours worked at each hourly rate by the
23 employee...”

24 56. Labor Code section 226, subdivision (e) provides that if an employer knowingly
25 and intentionally fails to provide a statement itemizing, *inter alia*, the gross and net wages earned,
26 the total hours worked by the employee and the applicable hourly overtime rates, causing the
27 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
28 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent

1 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
2 Defendants willfully failed to make or keep accurate records for Plaintiff and the aggrieved
3 employees.

4 57. IWC Wage Orders require that every employer shall keep accurate information
5 with respect to each employee, including time records showing when each employee begins and
6 ends each work periods, the total daily hours worked by each employee and the total hours worked
7 in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that
8 Defendants willfully and intentionally failed to make and/or keep records which accurately reflect
9 the hours worked by Plaintiff and the aggrieved employees. Specifically, Plaintiff believes that
10 Defendants did not maintain records for Plaintiff and the aggrieved employees reflecting their
11 time actually worked and applicable rate of pay.

12 58. An employee is deemed to suffer injury if the employer fails to provide a wage
13 statement containing all of the required information set forth in Labor Code section 226,
14 subdivision (a). (Lab. Code § 226, subd. (e)(2).) In particular, Defendants failed to keep accurate
15 wage statements by improperly deducting meal and/or rest periods, paying Plaintiff and
16 Aggrieved employees in cash, and failing to record all hours worked.

17 59. Defendant's policy resulted in Defendant's failure to keep accurate records
18 showing all hours Plaintiff and the aggrieved employees worked, Defendants' failure is in
19 violation of Labor Code sections 226, 226.3, 1174, and 1174.5, and all applicable IWC Wage
20 Orders.

21 60. For each employee suffering an injury as a result of Defendants' knowing and
22 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
23 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
24 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
25 subsequent pay period.

26 61. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll
27 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
28 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor

Code section 2699, subdivision (f)(2). Plaintiffs and the Plaintiff Class are entitled to penalties of \$100.00 for the initial violation, and \$200.00 for each subsequent violation for every pay period during which these records and information were not kept by Defendants.

62. Plaintiff and the aggrieved employees are entitled to penalties, attorneys' fees, and costs pursuant to Labor Code sections 2699, subdivision (g)(1) and prejudgment interest.

FIFTH CAUSE OF ACTION

Failure to Pay Wages Due upon Termination of Employment

(Plaintiff against Defendants)

63. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

64. Plaintiff is informed and believes, and based thereon alleges, that as part of Defendants' ongoing unfair business practices, Defendants failed to pay all employees all wages earned during their employment at the time of their separation in violation of Labor Code sections 201, 202, and 203.

65. Labor Code section 201 provides that employers are required to pay an employee whose employment is terminated by the employer all wages earned throughout their employment and unpaid immediately upon termination.

66. Labor Code section 202 requires employers to pay an employee who quits his or his employment all wages earned and unpaid no later than 72 hours thereafter.

67. Labor Code section 203 provides that when an employer who fails to pay all wages earned and due to an employee who is discharged or quits within the appropriate timeframes set forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up to 30 days.

68. Plaintiff and the aggrieved employees are entitled to penalties, attorneys' fees, and costs pursuant to Labor Code sections 2699, subdivision (g)(1) and prejudgment interest.

69. Labor Code sections 2699, 218.5, 226, 1174, and 1194, and any other applicable statutes.

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1. For penalties in an amount according to proof;
2. For reasonably attorney's fees and costs, pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
Attorneys for Plaintiff JUAN MANZANO
CRISANTO

EXHIBIT A



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November 6, 2023

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator

VIA CERTIFIED MAIL #7019 0700 0001 7488 3805

Return Receipt Requested

SUI COMPANY DBA MA'S HOUSE
c/o MICHAEL JUNJIAN SUI
25491 SPOTTED PONY LANE
LAGUNA HILLS, CA 92653

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3812

Return Receipt Requested

SUI COMPANY DBA MA'S HOUSE
C/O MICHAEL JUNJIAN SUI
601 EAST ORANGETHORPE AVENUE
ANAHEIM, CA 92801

Re: *Juan Manzano Crisanto v. Sui Company dba Ma's House*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et. seq.**

To: California Labor and Workforce Development Agency and Sui Company dba Ma's House

From: Juan Manzano Crisanto, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Juan Manzano Crisanto ("Employee" or "Manzano Crisanto"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Sui Company dba Ma's House ("Employer" or "Sui Company") is a California restaurant chain that employs non-exempt, hourly employees as servers, cooks, and restaurant workers. Sui Company was the employer of Manzano Crisanto.

Michael Sui is a current owner and/or managing member of Sui Company. Michael Sui may be held liable for the violations set forth herein under and pursuant to Labor Code section 558 as "person[s] acting on behalf of an employer who violates, or causes to be violated ... any provision regulating hours and days of work in any order of the Industrial Welfare Commission." For purposes of this letter, Sui Company and Michael Sui are collectively referred to as "Employers".

Manzano Crisanto is a former employee of Employers and worked for Employers as a cook from July 2016 until November 6, 2022.

Manzano Crisanto alleges that Employers violated various sections of the Labor Code, including sections 201, 202, 226, 226.7 510, 558, and 1194, by:

- a) Failing to pay Manzano Crisanto and aggrieved employees for all hours worked;
- b) failing to provide Manzano Crisanto and aggrieved employees with rest periods or premium compensation in lieu thereof
- c) failing to provide Manzano Crisanto and aggrieved employees with accurate itemized wage statements;
- d) failing to pay Manzano Crisanto and aggrieved employees all wages earned and owed at separation of employment; and
- e) failing to reimburse Manzano Crisanto and aggrieved employees for all necessary expenditures and losses incurred in furtherance of their job duties.

Manzano Crisanto and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employers in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employers failed to pay Manzano Crisanto and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), "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."

Labor Code section 510, subdivision (a), provides that "[a]ny 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 an employee."

Employers failed to compensate Manzano Crisanto and aggrieved employees at the legally mandated wage rates for all hours worked, including applicable overtime rates, in violation of California law. Specifically, Employers failed to compensated Manzano Crisanto and Aggrieved Employees for work performed during meal and rest breaks. Employers maintained a policy and practice of requiring Manzano Crisanto and Aggrieved Employees to clock-out for their breaks and continue working. Employers would then clock Manzano Crisanto and Aggrieved Employees back in, regardless of if Aggrieved Employees were able to take their full break. Additionally, Manzano Crisanto and Aggrieved Employees and aggrieved employees frequently worked shifts in excess of eight (8) hours, but were not always paid the applicable overtime rate. Employers often called Manzano Crisanto and Aggrieved Employees in on days they were not scheduled and paid Manzano Crisanto and Aggrieved Employees in cash. Manzano Crisanto and Aggrieved Employees were also required to arrive to the restaurant earlier than their scheduled time and begin food and meal prep for their work shift off the clock.

Employers' failure to pay Manzano Crisanto and Aggrieved Employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employers failed to provide Manzano Crisanto and Aggrieved Employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Employers did not permit Manzano Crisanto and Aggrieved Employees to take a rest period when they were busy. Specifically, Employers would tell Manzano Crisanto and Aggrieved Employees to clock out on for their ten (10) minute rest break and continue working. Alternatively, Manzano Crisanto and Aggrieved Employees were not provided with timely rest breaks.

Employers failed or refused to provide premium compensation to Manzano Crisanto and Aggrieved Employees for late rest periods.

Employers' conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employers failed to provide Manzano Crisanto and Aggrieved Employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the

name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include “the hours worked daily” by employees.

By failing to pay Manzano Crisanto and Aggrieved Employees for all hours worked, including the applicable overtime rates, Employers provided wage statements that were incomplete and inaccurate. Specifically, Employers provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer’s conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Employers failed to pay Manzano Crisanto and Aggrieved Employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time that Manzano Crisanto and Aggrieved Employees resigned or were terminated, Employers failed to compensate them for all wages earned and owed at the applicable overtime rate as well as premiums for missed rest periods.

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Manzano Crisanto and Aggrieved Employees are entitled to thirty (30) days of waiting time penalties.

E. Employers failed to reimburse Manzano Crisanto and Aggrieved Employees for all necessary business expenditures and losses

Pursuant to Labor Code section 2802, subdivision (a), “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

Here, Employers failed to provide Manzano Crisanto and Aggrieved Employees with any uniforms. Given the nature of the work Manzano Crisanto and Aggrieved Employees engaged in, their personal clothing would get excessively soiled. Employers also failed to compensate

Manzano Crisanto and Aggrieved Employees for use of their personal cellphones for restaurant business.

Employers' failure to reimburse Manzano Crisanto and Aggrieved Employees is not complaint with Labor Code section 2802 and is therefore actionable under PAGA.

F. Michael Sui is personally liable for Labor Code Violations

Employee is informed and believes that Michael Sui is a current owner and/or managing member of Sui Company. Michael Sui may be held liable for the violations set forth herein under and pursuant to Labor Code section 558 as "person[s] acting on behalf of an employer who violates, or causes to be violated ... any provision regulating hours and days of work in any order of the Industrial Welfare Commission." Specifically, Employee is informed and believes that Michael Sui is the persons who implemented and enforced the policies described herein and as such, are liable under Labor Code section 558.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Manzano Crisanto becomes aware of additional compensation owed or losses incurred by Manzano Crisanto or by any other aggrieved employee of the Employers, Manzano Crisanto expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
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Long Beach, CA 90802
Tel: (562) 590-5550
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Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC