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*Attorneys for Plaintiff Jonathan Williams,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JONATHAN WILLIAMS, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

PINK TACO LOS ANGELES, LLC; and DOES
1 through 25, inclusive,

Defendants.

Case No. **24STCV03280**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE §§ 2698 ET SEQ.**

1 Plaintiff JONATHAN WILLIAMS (“Plaintiff”), individually, and on behalf of all similarly
2 aggrieved employees, alleges against defendants PINK TACO LOS ANGELES, LLC and Does 1
3 through 25 (“Defendants”) as follows:

4 **INTRODUCTION**

5 1. This is an enforcement action under the California Labor Code Private Attorneys
6 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
7 on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the
8 State of California as hourly-paid and/or non-exempt employees at any time from one year prior to
9 Plaintiff’s submission of written notice of Defendants’ alleged violations of the Labor Code to the
10 Labor & Workforce Development Agency (“LWDA”) through final judgment (the “PAGA Period”)
11 (“Aggrieved Employees”).

12 2. Plaintiff alleges that Defendants hired Plaintiff and Aggrieved Employees but failed to
13 properly pay them all wages owed for all time worked (including minimum wages, straight time
14 wages, and overtime wages), failed to provide them with all meal periods and rest periods and
15 associated premium wages to which they were entitled, failed to timely pay them all wages due during
16 their employment, failed to timely pay them all wages due upon termination of their employment,
17 failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll
18 records, and failed to reimburse them for necessary business expenses.

19 3. As a result, Defendants violated *inter alia* California Labor Code sections 201, 202,
20 203, 204, 226(a), 226.7, 350 – 356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
21 and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff
22 seeks to recover all available remedies under PAGA including but not limited to civil penalties and
23 attorney’s fees and costs.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
27 for jurisdiction.

28 5. This Court has jurisdiction over all Defendants because, upon information and belief,

1 Defendants are either citizens of California, have sufficient minimum contacts in California, or
2 otherwise intentionally availed themselves of the California market to render the exercise of
3 jurisdiction over them by the California courts consistent with traditional notions of fair play and
4 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
5 solely on California law.

6 6. Venue is proper in this Court because, upon information and belief, Defendants
7 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
8 County of Los Angeles. Moreover, many of the acts, events, and violations alleged herein relating to
9 Plaintiff occurred in the State of California, County of Los Angeles.

10 **THE PARTIES**

11 7. At all times mentioned herein, Plaintiff JONATHAN WILLIAMS was and is a resident
12 of Los Angeles County in the State of California. Plaintiff was also employed by Defendants in Los
13 Angeles County in the State of California.

14 8. At all times herein mentioned, Defendant PINK TACO LOS ANGELES, LLC was and
15 is, an employer who does business in California, with locations throughout the state of California, and
16 whose employees are engaged throughout Los Angeles County and the State of California.

17 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
18 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
19 serve such fictitiously named Defendants once their names and capacities become known.

20 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
21 omissions alleged herein were performed by, or are attributable to Defendants, each acting as the agent,
22 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
23 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
24 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
25 and were in accordance with Defendants' official policy.

26 11. At all relevant times, Defendants were the employers of Plaintiff within the meaning
27 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
28 working conditions, wages, working hours, and conditions of employment of Plaintiff to make each

of said Defendants employers and employers liable under the statutory provisions set forth herein.

12. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the Aggrieved Employees' employment for them to be their joint employers.

14. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

15. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

16. At all relevant times, Defendants, and each of them, ratified the acts and omissions complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

18. Defendants, jointly and severally, employed Plaintiff from approximately October 2021 to April 2023 as a non-exempt, hourly-paid employee. During Plaintiff's employment with Defendants, Plaintiff was employed as a host based out of Defendants' facility located at 8225 Sunset Blvd, Los Angeles, California 90046.

19. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to timely pay all wages upon termination of employment, failed to provide accurate wage statements, failed to keep accurate employment records, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that Plaintiff and the Aggrieved Employees were entitled to the protections
2 afforded by the Labor Code and the applicable Wage Order, yet as set forth in detail below, engaged
3 in a systematic pattern and practice of violating the California Labor Code and the applicable Wage
4 Order.

5 **PAGA ALLEGATIONS**

6 21. PAGA is and was applicable to Defendants' employment of Plaintiff and Aggrieved
7 Employees.

8 22. PAGA provides that any provision of law under the California Labor Code that
9 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
10 by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through
11 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
12 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

13 23. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
14 any person employed by the alleged violator and against whom one or more of the alleged violations
15 was committed.

16 24. Plaintiff and the other employees are "Aggrieved Employees" as defined by California
17 Labor Code section 2699(c) because they are current or former employees of Defendants against
18 whom one of more of the alleged violations were committed.

19 25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
20 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
21 have been met:

22 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
23 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
24 Labor Code alleged to have been violated, including the facts and theories to support the
25 alleged violations.

26 (b) The LWDA shall provide notice ("LWDA Response") to the employer and the aggrieved
27 employee by certified mail that it does not intend to investigate the alleged violation within
28 sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of

1 the LWDA Response, or if the LWDA Response is not provided within sixty-five (65)
2 calendar days of the postmark date of the Employee's Notice, the aggrieved employee
3 may commence a civil action pursuant to California Labor Code section 2699 to recover
4 civil penalties in addition to any other penalties to which the employee may be entitled.

5 26. On December 1, 2023, Plaintiff provided notice by electronic submission to the LWDA
6 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
7 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
8 Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as**
9 **Exhibit A.**

10 27. Plaintiff did not receive a LWDA Response within sixty-five calendar days of
11 providing the Employee's Notice.

12 28. Therefore, the administrative prerequisites under California Labor Code section
13 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
14 *inter alia* California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
15 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***

18 **(Against All Defendants)**

19 29. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 30. Plaintiff brings this action on an individual basis and on a representative basis on behalf
22 of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney
23 general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

24 31. PAGA expressly provides for a private right of action to recover civil penalties for
25 violations of the Labor Code as follows: "*Notwithstanding any other provision of law, any provision*
26 *of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce*
27 *Development Agency or any of its departments, divisions, commissions, boards, agencies, or*
28 *employees, for a violation of this code, may, as an alternative, be recovered through a civil action*

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

3 32. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
4 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
5 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

6 33. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
7 as defined by California Labor Code section 2699(c) in that they are all current or former employees
8 of Defendants, and one or more of the alleged violations were committed against them.

9 34. Defendants’ conduct, as alleged herein, violates numerous sections of the California
10 Labor Code, including, but not limited to, the following:

- 11 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
12 overtime wages, as set forth more fully below;
- 13 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
14 pay minimum wages, as set forth more fully below;
- 15 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
16 legally required meal periods, as set forth more fully below;
- 17 (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
18 required meal period premiums, as set forth more fully below;
- 19 (e) Violation of California Labor Code section 226.7 for failure to provide legally
20 required rest periods, as set forth more fully below;
- 21 (f) Violation of California Labor Code section 226.7 for failure to pay required rest
22 period premiums, as set forth more fully below;
- 23 (g) Violation of California Labor Code section 204 for failure to timely pay wages to
24 Plaintiff and Aggrieved Employees during employment, as set forth more fully
25 before;
- 26 (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
27 wages at time of discharge from employment, as set forth more fully below;
- 28 (i) Violation of California Labor Code section 226(a) for failure to provide accurate

wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;

(j) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set forth more fully below; and

(k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

35. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

36. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

37. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

Failure to Pay Minimum Wages

38. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.

39. The IWC set the minimum wage for Plaintiff and the Aggrieved Employees in the applicable IWC Wage Order.

40. Defendants failed to pay minimum wage to Plaintiff and the Aggrieved Employees for a wide range of off-the-clock work performed, including, *inter alia*: (1) setting up candles and tables prior to clocking-in, and (2) cleaning bathrooms and tables or confirming all tables were clean and ready for service prior to clocking-in.

41. Moreover, Defendants had a policy, practice and procedure of rounding employee time such that Plaintiff and Aggrieved Employees were systematically unpaid and/or underpaid for time worked over the course of their employment.

42. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

Failure to Pay Proper Overtime Wages

43. Labor Code section 510 and the applicable IWC Wage Order require Defendants to pay Plaintiff and Aggrieved Employees who worked more than eight (8) hours in a day; more than forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times their regular rate for all such hours worked.

44. Labor Code section 510 and the applicable IWC Wage Order further requires Defendants to pay Plaintiff and Aggrieved Employees who worked more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of two (2) times their regular rate of pay for all such hours worked.

45. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a workweek and/or for seven (7) or more consecutive days, but Defendants routinely failed to properly account for all such overtime hours and further failed to compensate Plaintiff and Aggrieved Employees at the correct overtime rates.

46. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under Labor Code sections 510 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently

1 mischaracterized overtime as straight time, or double time as time-and-a-half; (c) when Defendants
2 assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and
3 Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the
4 assigned work; and (d) when Defendants failed to include all required wages and remuneration when
5 calculating the overtime rate.

6 47. Defendants' failure to pay Plaintiff and Aggrieved Employees proper overtime
7 compensation, as required by California law, violates the provisions of California Labor Code section
8 510, and is therefore unlawful.

9 **Failure to Provide Meal Periods**

10 48. California Labor Code section 226.7 provides that no employer shall require an
11 employee to work during any meal period mandated by an applicable IWC Order.

12 49. California Labor Code section 512(a) provides that an employer may not require, cause,
13 or permit an employee to work for a period of more than five (5) hours per day without providing the
14 employee with a meal period of not less than thirty (30) minutes, except that if the total work period
15 per day of the employee is not more than six (6) hours, the meal period may be waived by mutual
16 consent of both the employer and the employee.

17 50. California Labor Code section 512(a) further provides that an employer may not
18 employ an employee for a work period of more than 10 hours per day without providing the employee
19 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
20 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
21 employee only if the first meal period was not waived.

22 51. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

23 52. Plaintiff and Aggrieved Employees who were scheduled to work for no longer than six
24 (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required
25 to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

26 53. Plaintiff and the Aggrieved Employees who were scheduled to work for more than six
27 (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal
28 period of not less than thirty (30) minutes.

1 54. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than ten
2 (10) hours but no longer than twelve (12) hours, and who did not waive their legally mandated meal
3 periods by mutual consent, were required to work in excess of ten (10) hours without receiving a
4 second uninterrupted meal period of not less than thirty (30) minutes.

5 55. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than
6 twelve (12) hours, were required to work for periods longer than ten (10) hours without a second
7 uninterrupted meal period of not less than thirty (30) minutes.

8 56. Moreover, when meal breaks were provided, they were often interrupted, cut short,
9 and/or Plaintiff and the Aggrieved Employees were not relieved of all duties as required by law.

10 57. Such conduct violates California Labor Code sections 226.7 and 512(a) and the
11 applicable IWC Wage Order.

12 **Failure to Pay Compliant Meal Break Premiums**

13 58. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
14 employee a [meal] period in accordance with a state law, including, but not limited to, an applicable
15 statute or applicable regulation, standard, or order of the Industrial Welfare Commission... the
16 employer shall pay the employee one additional hour of pay at the employee's regular rate of
17 compensation for each workday that the [meal] period is not provided.

18 59. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
19 employee a meal period in accordance with the applicable provisions of this Order, the employer shall
20 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
21 that the meal period is not provided.”

22 60. Defendants failed to pay Plaintiff and Aggrieved Employees meal period premiums
23 due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely,
24 and uninterrupted meal period of at least thirty (30) minutes was not provided.

25 61. Moreover, if and when meal break premiums were provided, Defendants failed to
26 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
27 Employees in the regular rate of compensation for purposes of such premiums.

28 62. Defendants’ conduct violates the applicable IWC Wage Order and California Labor

1 Code section 226.7.

2 **Failure to Provide Rest Periods**

3 63. California Labor Code section 226.7 provides that no employer shall require an
4 employee to work during any rest period mandated by an applicable order of the California IWC.

5 64. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
6 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
7 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
8 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
9 work time is less than three and one-half (3½) hours.

10 65. Defendants required Plaintiff and the Aggrieved Employees to work four (4) or more
11 hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during
12 which time they were relieved of their duties per each four (4) hour period, or major fraction thereof
13 worked.

14 66. Defendants’ conduct therefore violates the applicable IWC Wage Order and California
15 Labor Code section 226.7.

16 **Failure to Pay Rest Break Premiums**

17 67. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
18 employee a meal or rest or recovery period in accordance with a state law, including, but not limited
19 to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare
20 Commission,... the employer shall pay the employee one additional hour of pay at the employee's
21 regular rate of compensation for each workday that the [rest] period is not provided.

22 68. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
23 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
24 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
25 that the rest period is not provided.

26 69. Defendants failed to pay Plaintiff and Aggrieved Employees required rest break
27 premiums due when compliant rest periods were not provided.

28 70. Such conduct is in direct violation of California Labor Code section 226.7.

1 **Failure to Provide All Gratuities Accrued**

2 71. California Labor Code §§ 350 et seq. state in part “Every gratuity is hereby declared to
3 be the sole property of the employee or employees to whom it was paid, given, or left for.”

4 72. Various courts and the California Labor Commissioner have considered the issue of
5 distribution of tips in a tipping pool, and while they have found that a tipping pool must be “fair and
6 reasonable” (see generally, e.g., Leighton v. Old Heidelberg, Ltd. (1990) 219 Cal. App. 3d 1062), no
7 court has interpreted Cal. Lab. Code § 351 to allow for a tipping pool with distribution above 15% of
8 the direct recipient’s gratuities into a tip pool. (See, e.g., Avidor v. Sutters Place, Inc., (2013) 212 Cal.
9 App. 4th 1439, 1454).

10 73. Further case law has identified over time which employees are or are not entitled to
11 tips when a tip pool is lawfully used, as in the restaurant industry, inclusive of Defendants business
12 (see, e.g., Budrow v. Dave & Buster’s of California, Inc. (2009) 171 Cal. App. 4th 875 and its progeny).

13 74. Pursuant to the above, Plaintiff and the aggrieved employees are entitled to a portion of
14 the gratuities left by patrons of Defendants, and specifically left to Plaintiff and the aggrieved
15 employees.

16 75. Defendants wrongfully exercised dominion over gratuities through their practices of
17 withholding gratuities and putting an improperly large portion of them in tipping pools, around or in
18 excess of 40% of the tips of the aggrieved employees, as also described in the General Allegations
19 section, supra.

20 76. On information and belief, Defendants have also reallocated from the tipping pool in a
21 manner proscribed by law.

22 77. As a result of the practices described herein, Defendants have converted gratuities
23 belonging to aggrieved employees.

24 **Failure to Timely Pay Wages During Employment**

25 78. California Labor Code section 204 provides that all wages earned by any person in any
26 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
27 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
28 month during which the labor was performed. It further provides all wages earned by any person in

any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

79. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

80. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible under California Labor Code section 204, including wages for overtime compensation, minimum wage compensation, meal period premiums, rest period premiums and gratuities.

81. Such conduct violates Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

82. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged.

83. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

84. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

85. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, 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 therefore is commenced; but the wages shall not continue for more than thirty (30) days.

86. At the time that Plaintiff and Aggrieved Employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without

1 limitation, overtime wages, minimum wages, gratuities, and meal and rest period premium wages.

2 87. Such conduct violates Labor Code sections 201, 202 and 203.

3 **Failure to Provide Compliant Wage Statements**

4 88. California Labor Code section 226(a) provides that every employer shall furnish each
5 of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total
6 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
7 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
8 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
9 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his
10 or her social security number, (8) the name and address of the legal entity that is the employer, and (9)
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.

13 89. Defendants intentionally and willfully failed to provide employees with complete and
14 accurate wage statements. The deficiencies include, among other things, the failure to state all correct
15 rates of pay, all hours worked, all meal period premium wages earned, and all rest period premium
16 wages earned.

17 90. Such conduct violates Labor Code section 226.

18 **Failure to Keep Requisite Payroll Records**

19 91. California Labor Code section 1174(d) requires an employer to keep at a central
20 location in the state or at the plants or establishments at which employees are employed, payroll
21 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
22 earned by and any applicable piece rate paid to, employees employed at the respective plants or
23 establishments. These records shall be kept in accordance with rules established for this purpose by
24 the commission, but in any case, shall be kept on file for not less than three years.

25 92. Defendants intentionally and willfully failed to keep accurate and complete payroll
26 records showing the hours worked daily and the wages paid to Plaintiff and the Aggrieved Employees.

27 93. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
28 and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

1 94. More specifically, Plaintiff and the Aggrieved Employees have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
3 were denied both their legal right and protected interest, in having available, accurate and complete
4 payroll records pursuant to California Labor Code section 1174(d).

5 **Failure to Reimburse Necessary Business Expenses**

6 95. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 96. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
11 and costs that were not fully reimbursed by Defendants, including, but not limited to the purchase of
12 non-slip shoes in order to comply with Employer's requirements for work-related attire.

13 97. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
14 Employees for all necessary business-related expenses and costs.

15 98. Such conduct violates Labor Code sections 2802.

16 **PRAYER FOR RELIEF**

17 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

18 1. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
19 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
20 other applicable statutes;

21 2. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
22 of California Labor Code; and

23 3. For such other and further relief as the Court may deem proper.

24
25 February 7, 2024

BLACKSTONE LAW, APC

26
27 By:


Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alexander K. Spellman, Esq.

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*Attorneys for Plaintiff Jonathan Williams,
individually, and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act*