

1 Ian Pancer (SBN 246600)
2 Pancer Law Corporation
3 105 West F Street, Suite 400
4 San Diego, California 92101
5 Phone: (619) 955-6653
6 Facsimile: (619) 374-7410

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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Danielle Cortez, Deputy Clerk

7 **Additional Counsel On Following Page**

8 Attorneys for Plaintiffs CESAR CORTES and
9 Aggrieved Employees

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO

12 CESAR CORTES, individually and in his
13 representative capacity on behalf of all Aggrieved
14 Employees,

15 Plaintiffs,

16 v.

17 JANT, INCORPORATED, a California
18 corporation, TANIA MARIE WARCHOL, an
19 individual, and DOES 1 through 50,

20 Defendants

) Case No.: 37-2024-00009179-CU-OE-CTL

21 **COMPLAINT**

- 22) 1. **PAGA Claim for Failure to Pay State**
23) **Minimum/Regular/Overtime Wages;**
24) 2. **PAGA Claim for Failure to Pay State**
25) **Overtime Wages;**
26) 3. **PAGA Claim for Failure to Timely Pay**
27) **Wages;**
28) 4. **PAGA Claim for Meal and Rest Break**
Labor Code Violations;
5. **PAGA Claim for Inaccurate Wage**
Statements;
6. **PAGA Claim for Failure to Maintain**
Payroll Records;
7. **PAGA Claim for Failure to Comply**
with California Sick Pay Laws; and
8. **PAGA Claim for Miscellaneous Labor**
Code Provisions
9. **Claim for Alter Ego Liability**

1 Baruch Kreiman, Esq. (SBN 306328)
2 Abramson Labor Group
3 1700 W Burbank Blvd
4 Burbank CA 91506
5 Tel: (213) 873-3905
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1 Plaintiff CESAR CORTES (“Plaintiff”), on behalf of himself and acting for the interests of
2 other current and former employees (cumulatively “Plaintiffs” or “Aggrieved Employees”), hereby
3 alleges against the named Defendants the following:

4 **INTRODUCTION**

5 1. Plaintiffs bring this representative action against JANT, INCORPORATED, TANIA
6 MARIE WARCHOL, and DOES 1 through 50 (collectively, “Defendants,” and individually,
7 “Defendant”) to recover civil penalties pursuant to the Private Attorneys General Act of 2004
8 (“PAGA”), Labor Code Section 2698, *et seq.*, on behalf of the State of California, themselves, and
9 all other Aggrieved Employees of Defendants seeking only PAGA civil penalties (no wages and no
10 individualized relief), reasonable attorneys’ fees, and costs within the meaning of *Esparza v. KS*
11 *Indus., L.P.* (2017) 13 Cal.App.5th 1228.

12 2. Plaintiffs are Defendants’ current and former employees in California who worked
13 from one year before the submission of the PAGA notice through the date of trial in this matter.

14 3. As set forth in more detail below, Defendants caused Plaintiffs to suffer from the
15 unlawful policies and practices implemented and enforced by the Defendants, which resulted in
16 unpaid regular and overtime wages, missed meal and rest periods, inaccurate and incomplete pay
17 statements, and other violations of the Labor Code.

18 **JURISDICTION AND VENUE**

19 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction
20 is proper in the Superior Court of California, County of San Diego, State of California because
21 Plaintiffs allege claims arising under California law.

22 5. This Court has jurisdiction over the Defendants because each is an association,
23 corporation, business entity, or individual that conducts business in the State of California, County
24 of San Diego.

25 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the
26 Superior Court of California for the County of San Diego because this is where Defendant
27 employed Plaintiff and engaged in the wrongdoing described herein.

PARTIES

7. Plaintiff CESAR CORTES is an individual over the age of 18, and is and has at all pertinent times been a resident of the County of San Diego, California.

8. Defendant JANT, INCORPORATED ("JANT") is a California Corporation doing business in the County of San Diego, California.

9. Defendant TANIA MARIE WARCHOL ("Warchol") is an individual over the age of 18, and is and has at all pertinent times been a resident of the County of San Diego, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time.

Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are included in the definition of "Defendants."

11. Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

13. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants was an agent, officer, director, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Plaintiffs and the Aggrieved

1 Employees for the acts alleged herein

2 14. Plaintiffs are informed and believe, and based thereon allege, that each of the
3 Defendants are liable to Plaintiffs under legal theories and doctrines including but not limited to (1)
4 joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts
5 set forth below.

6 15. Plaintiffs are informed and believe, and based thereon allege, that each of the
7 named Defendants are part of an integrated enterprise and have acted or currently act as the
8 employer and/or joint employer of Plaintiffs and Aggrieved Employees, making each of them liable
9 for the wage and hour violations alleged herein.

10 **FACTUAL ALLEGATIONS**

11 16. Plaintiff was employed by JANT from approximately February 2020 through
12 approximately March of 2023.

13 17. JANT operates a restaurant under the fictitious name of Hob Nob Hill at 2271 1st.
14 Ave. San Diego, CA. 92101.

15 18. Warchol is the owner of JANT and the Hob Nob Hill restaurant.

16 19. Plaintiff was a cook at JANT, performing typical duties of food preparation, with the
17 job title chef.

18 20. As with other Aggrieved Employees, when Plaintiff worked shifts in excess of eight
19 hours, he was not paid overtime. For example, on February 21, 2023, Plaintiff's time records show
20 he worked 8.11 hours (See Exhibit 1). Yet the payroll summary for the period January 1, 2021
21 through March 30, 2023 (See Exhibit 2) shows Plaintiff was not paid for any overtime hours at all
22 during that period.

23 21. Furthermore, as with other Aggrieved Employees, when Plaintiff worked 7 or more
24 consecutive days, he was not paid overtime. For example, Plaintiff worked every day from July 24,
25 2021 through August 4, 2021 (See Exhibit 3), which is 12 consecutive days, yet as revealed by the
26 payroll summary produced (Exhibit 2) Plaintiff was not paid any overtime compensation for that
27 period. Plaintiff was owed the overtime premium for all hours worked on the 6 consecutive days
28

1 from July 30, 2021 through August 4, 2021 (days seven through 12 of the consecutive 12 day
2 period). Nonetheless, Plaintiff was paid zero hours of overtime during his employment.

3 22. Plaintiff also was not provided meal periods or paid meal period premium pay. The
4 time records produced by Defendant, which cover the period of May 10, 2021 through March
5 27, 2021, show Plaintiff received approximately one hour of break time during that entire period.
6 There is no indication in the pay records that Plaintiff received any meal period premium pay at all
7 for the missed meal periods.

8 23. Furthermore, Plaintiff was not provided with duty-free, uninterrupted rest periods as
9 required by law. There was simply not enough time for Plaintiff to take rest breaks and also get his
10 work done. Nor was Plaintiff compensated with the premium pay he was entitled to as a result of
11 the failure to provide the rest periods.

12 **Noncompliant Wage Statements**

13 24. California law has strict requirements regarding workers' wage statements.

14 25. Specifically, employers must issue wage statements to their employees which
15 accurately include nine distinct pieces of information. See Lab. Code § 226(a)(1)-(9).

16 26. Plaintiff's pay stubs were deficient in that, inter alia, they failed to accurately state all
17 applicable hourly rates (since no overtime premium was listed or paid) or the number of hours worked
18 at each applicable rate (since the overtime and regular hours were lumped together). (Lab. Code §
19 226(a)(9)). The wage statements failed to accurately state Plaintiff's gross wages because Plaintiff
20 was not paid the required overtime premiums or paid meal or rest period premiums nor paid for all
21 hours worked (Lab. Code § 226(a)(1)), they failed to accurately state Plaintiff's net pay because
22 Plaintiff was not paid the required overtime premiums or paid meal or rest period premiums nor paid
23 for all hours worked. (Lab. Code § 226(a)(5)).

24 27. Plaintiffs' claims are also premised, in part, on Plaintiffs' right to pursue all Labor
25 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
26 (2018) 23 Cal.App.5th 745.

27 **Failure to Maintain Records**

28 28. Lab. Code §§ 1174 and 1198 required Defendants to maintain time records

1 showing when Plaintiff began and ended each work period, showing Plaintiff's meal periods,
2 and showing Plaintiff's total daily hours worked.

3 29. Further, Lab. Code §§ 1174 and 1198 required Defendants to itemize in wage
4 statements all deductions from payment of wages to Plaintiff, notate Plaintiff's total
5 compensation earned, and notate Plaintiffs' rate of pay.

6 30. Defendants failed to maintain records that met these requirements.

7 31. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code
8 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018)
9 23 Cal.App.5th 745.

10 **Unpaid Minimum/Regular Wages**

11 32. Based on the policies implemented and enforced by Defendants, Defendants failed
12 to pay Plaintiffs and Aggrieved Employees all their regular/minimum wages, in an amount to be
13 proven at trial.

14 33. The basis for Plaintiffs' and Aggrieved Employees' unpaid minimum wage/regular
15 wage claim is, among other things, the above alleged policies implemented by Defendants,
16 including their failure to pay for all hours worked, and their failure to pay overtime wages.

17 34. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code
18 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018)
19 23 Cal.App.5th 745.

20 **Meal and Rest Break Claims**

21 35. During all times relevant, Plaintiffs are informed and believe and therefore allege
22 that Defendants, based on the policies implemented and enforced by Defendants, failed to permit
23 Plaintiffs and Aggrieved Employees to take all of their compliant off-duty meal and rest breaks
24 during the required timeframe required by law and failed to pay them premium pay in lieu thereof,
25 in an amount to be proven at trial.

26 36. Many times, in an amount to be proven at trial, Plaintiffs are informed and believe
27 and therefore allege that in cases where Plaintiffs and Aggrieved Employees worked more than five
28 and/or ten hours in a workday, they were deprived their right to take an uninterrupted meal break

1 and Defendants failed to pay them premium pay for their missed or noncompliant meal breaks.

2 37. Plaintiffs' rest break claim is premised in part on Defendants' policy that required
3 Plaintiff and Aggrieved Employees to work under circumstances where taking a rest break was
4 impracticable because of Defendants' policies that discouraged their workers from taking rest
5 breaks.

6 38. Because of Defendants' policy, Defendants prevented Plaintiffs and Aggrieved
7 Employees from taking all their uninterrupted rest breaks they had the right to enjoy in an amount to
8 be proven at trial, and Defendants failed to pay them premium pay as required under California law.
9 (*Augustus v. ABM Security Services* (2016) 2 Cal.5th 257.)

10 39. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code
11 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018)
12 23 Cal.App.5th 745.

13 **Derivative PAGA Claims**

14 40. During all times relevant, and pursuant to company policy and/or practice and/or
15 direction, Aggrieved Employees did not receive their final paychecks immediately upon involuntary
16 termination or within 72 hours of voluntary separation, Defendants did not pay all final wages at the
17 location of employment, and said final paychecks did not include all wages due to the employee
18 due, inter alia, to Defendants' failure to pay for all hours worked, all overtime premium pay, and all
19 meal and rest period premiums.

20 41. Based on the foregoing misconduct, Defendants issued Plaintiffs erroneous paystubs.

21 42. To date, Plaintiffs are informed and believe, and therefore allege, that Defendants
22 have not paid Aggrieved Employees all wages due and payable, in an amount to be proven at trial in
23 violation of Labor Code § 203 and 256 via PAGA.

24 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

25 43. Plaintiff is informed and believes that all Defendants' employees in the State of
26 California are also victims of California Labor Code violations.

27 44. As such, Plaintiff brings this action on behalf of the State of California and all of
28 Defendants' employees, at restaurants and otherwise, throughout the State of California.

1 45. This wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699
2 generally consists of the following group:

3 **All current or former employees who worked for the Defendants in the state of**
4 **California from one year before the PAGA submission to the date of final judgment in**
5 **this action.**

6 46. All members of the represented group will be referred to as the “Aggrieved
7 Employees.”

8 47. The “Representative Period” means from **one year before the PAGA submission**
9 **through the date of final judgment in this action.**

10 48. California law provides that an employee may file an action against an employer for
11 penalties in connection with violations of the Labor Code and Wage Orders on behalf of him or
12 herself and other aggrieved current and former employees.

13 49. At all material times, Warchol and DOES 1 through 50 were and/or are Aggrieved
14 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the
15 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
16 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any
17 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each
18 underpaid employee as set for in Labor Code § 558.

19 50. Warchol is a managing agent of JANT. Warchol was responsible for the
20 development and implementation of the corporate policies complained of herein. As such, Warchol
21 is individually liable, under labor code section 558.1 for the torts, damages, penalties and other
22 relief sought herein and committed by JANT.

23 51. As set forth in further detail below, as a result of the analysis and investigation of the
24 Plaintiff’s claims, Plaintiff has transmitted letters to the California Labor and Workforce
25 Development Agency (hereinafter referred to as “LWDA”) and to Defendants informing
26 Defendants of Plaintiffs’ claims and their intent to pursue litigation.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

52. On or about January 10, 2024 an Aggrieved Employee (hereafter “Coworker No. 1”) transmitted a notice to the Labor Workforce Development Agency (LWDA) and to Defendants notifying both of the specific sections of the California Labor Code Defendants violated and continue to violate, and of Plaintiff’s intent to pursue the claims under the PAGA. The case was assigned Case No. LWDA-CM-1004106-24 by the LWDA.

53. On January 12, 2024, Coworker No. 1, who was represented by your undersigned counsel (“Counsel”), filed a lawsuit against Defendants alleging the PAGA claims set forth in the January 10, 2024 PAGA notice (hereafter, “PAGA lawsuit No. 1”). PAGA lawsuit No. 1 was assigned San Diego Superior Court Case Number 37-2024-00001802-CU-OE-CTL.

54. Thereafter, Defendants, without the knowledge or consent of Counsel, surreptitiously contacted Coworker No. 1 and enticed Coworker No. 1 to dismiss PAGA lawsuit No. 1.

55. Thereafter, on January 24, 2024, Coworker No. 1 dismissed the lawsuit he had filed on January 12, 2024.

56. On February 26, 2024, instant Plaintiff submitted to the LWDA an amended PAGA notice that substituted instant Plaintiff for Coworker No. 1 in connection with the PAGA notice that had been filed by Coworker No. 1 in LWDA Case No. LWDA-CM-1004106-24. The amended PAGA notice notifies Defendants of the Labor Code Sections they violated and continue to violate, and of Plaintiff’s intent to pursue the claims under the PAGA.

57. Thereafter, Plaintiff caused the February 26, 2024 PAGA notice to be transmitted to Defendants.

58. The LWDA has not responded to counsel regarding the January 12, 2024 PAGA notice, and Counsel anticipates (and therefore alleges on information and belief) that the LWDA will not respond to the original nor amended PAGA notices in LWDA Case No. LWDA-CM-1004106-24.

59. After 65 days elapses from January 12, 2024 without the LWDA providing notice of its intent to assume jurisdiction over this action, which will be on March 17, 2024, it will have been more than 65 days since the initial PAGA notice was sent to the LWDA in LWDA Case No.

1 LWDA-CM-1004106-24, and Plaintiff's administrative remedies will be exhausted. The Causes of
2 Action alleged herein are appropriately suited for a Representative Action under PAGA (Labor
3 Code § 2698, *et seq.*) because:

4 a. This action alleges violations of California Labor Code provisions that
5 provide for a civil penalty to be assessed and collected by the LWDA or
6 any departments, divisions, commissions, boards, agencies, or employees;

7 b. Plaintiff is an "aggrieved employee" because Plaintiff was employed by
8 the alleged violator and had one or more of the Labor Code violations
9 alleged on this Complaint committed against him; and

10 c. Plaintiff will have satisfied the procedural requirements of Labor Code
11 § 2699.3, as set forth above.

12 **FIRST CAUSE OF ACTION**

13 **Representative Claim for PAGA Penalties**

14 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

15 **Failure to Pay Local/State Minimum/Regular/Overtime Wages**

16 **in Violation of California Labor Code § 1194, 1197, 1198, 1815, and the applicable Industrial**

17 **Welfare Commission ("IWC")**

18 **Wage Order via § 1198, and Where applicable the Local Min. Wage Ordinance**

19 (Against all Defendants)

20 60. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent
21 allegations as though set forth herein.

22 61. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1198, and 1815 it is unlawful for a
23 California employer to suffer or permit an employee to work without paying wages for all hours
24 worked, as required by the applicable Industrial Welfare Commission ("IWC") Wage Order,
25 including but not limited to Wage Order 5, and applicable local law.

26 62. During all times relevant, Defendants were required to pay Plaintiffs and other
27 Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages and
28 legal overtime rate per state law and applicable local law.

1 63. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs’
2 employment with Defendants.

3 64. Pursuant to the applicable Wage Order, “hours worked” include the time during
4 which an employee is “suffered or permitted to work, whether or not required to do so.”

5 65. Under state and, where appropriate, local law, every employer must pay each
6 nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County Minimum Wage Ordinance
7 (Chap. No. 8.100.010, *et seq.*); City of San Diego Minimum Wage Ordinance, § 39.0107, etc.)

8 66. During the Representative Period and based on the misconduct alleged above,
9 Plaintiffs are informed and believe, and therefore allege, that Defendants did not pay Plaintiffs and
10 Aggrieved Employees minimum/regular/overtime wages for all hours suffered or permitted to work
11 in violation of state and/or local law. (Labor Code §§ 1194, 1197.1, *et seq.*)

12 67. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the
13 payment of a wage less than the minimum or legal overtime wage “applicable to the employee”
14 including attorneys’ fees, costs, and interest.

15 68. At all material times, Defendants were and/or are Aggrieved Employees’ employers
16 or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California
17 Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1
18 of the California Labor Code or any provision regulating hours and days of work in any Order of
19 the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid
20 employee as set for in Labor Code § 558.

21 69. In committing the violations of state law as herein alleged, Plaintiffs are informed
22 and believe based there upon allege that Defendants have knowingly and willfully refused to
23 perform their obligations to compensate Aggrieved Employees for all wages earned and all hours
24 worked.

25 70. As a direct result, Aggrieved Employees have suffered and continue to suffer,
26 substantial losses related to the use and enjoyment of such compensation, wages, lost interest on
27 such monies and expenses and attorneys’ fees in seeking to compel Defendants to fully perform
28 their obligations under state and/or local law.

1 71. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty
2 of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial
3 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each
4 subsequent violation in which Defendants violated the minimum wage and/or regular wage
5 provisions of the Labor Code, including but not limited to §§ 216, 218, 218.5, 558, 1182.12, 1194,
6 1194.2, and 1197, the exact amount of the applicable penalty is all in an amount to be shown
7 according to proof at trial.

8 72. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
9 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
10 costs, and interest pursuant to law.

11 **SECOND CAUSE OF ACTION**

12 **Representative Claim for PAGA Penalties**

13 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

14 **Failure to Pay State Overtime and/or Double-Time Compensation**

15 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**

16 **1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 via the Applicable IWC Wage Order**

17 (Against all Defendants)

18 73. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent
19 allegations as though set forth herein.

20 74. California law requires an employer to pay each employee for his/her actual hours
21 worked. (*See* Cal. Labor Code §§ 200, 226.)

22 75. During all times relevant, one or more of the IWC Wage Orders applied to
23 Plaintiffs' employment with Defendants.

24 76. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 5,
25 "hours worked" include the time during which an employee is "suffered or permitted to work,
26 whether or not required to do so."

27 77. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage
28 Order(s), including Wage Order 5, for each hour (or fraction thereof) an employee works up to forty

1 (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular
2 hourly wage. For each hour (or fraction thereof) an employee works over forty (40) hours in a week
3 or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the
4 employee's regular hourly wage.

5 78. For each hour (or fraction thereof) an employee works more than eight (8) hours in
6 one day, and/or on the seventh consecutive day of work, and/or upon performance of more than 40
7 hours of work in a week, the employer must compensate the employee at the rate of no less than
8 twice the regular rate of pay for that employee.

9 79. During all times relevant, and pursuant to company policy and/or practice and/or
10 direction, Plaintiffs are informed and believe, and therefore allege, that Defendants required
11 Plaintiffs and the Aggrieved Employees to work more than 40 hours per week, more than six (6)
12 consecutive days and/or eight hours in a workday and Defendants did not pay Plaintiff and the
13 Aggrieved Employees all overtime compensation to which they should have received.

14 80. In committing the violations of state law as herein alleged, Defendants have
15 knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees
16 for all wages earned and all hours worked.

17 81. At all material times, Defendants were and/or are Aggrieved Employees' employers
18 or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
19 Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1
20 of the California Labor Code or any provision regulating hours and days of work in any Order of
21 the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid
22 employee as set for in Labor Code § 558.

23 82. In committing the violations of state law as herein alleged, Defendants have
24 knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees
25 for all wages earned and all hours worked.

26 83. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of
27 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
28 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent

1 violation in which Defendants violated the overtime provisions of the Labor Code, including but not
2 limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be
3 shown according to proof at trial.

4 84. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
5 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
6 costs, and interest pursuant to law.

7 **THIRD CAUSE OF ACTION**

8 **Representative Claim for PAGA Penalties**

9 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

10 **Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of**

11 **California Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

12 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

13 (Against all Defendants)

14 85. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent
15 allegations as though set forth herein.

16 86. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages
17 earned and unpaid at the time of discharge are due and payable immediately."

18 87. Pursuant to Labor Code § 202, "If an employee not having a written contract for a
19 definite period quits his or her employment, his or her wages shall become due and payable not later
20 than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

22 88. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay,
23 without abatement or reduction, ... any wages of an employee who is discharged or who quits, the
24 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
25 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
26 days. ..."

27 89. Pursuant to Labor Code § 204, "all wages ... earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays.”

2 90. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee
3 during any calendar week and prior to or on the regular payday shall be paid for not later than the
4 regular payday of the employer for such weekly-paid employee falling during the following
5 calendar week.”

6 91. Plaintiffs are informed and believe, and therefore allege, that Defendants did not
7 properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code §§
8 201, 202, 204 and/or 204b and therefore Plaintiffs seek the unpaid wages.

9 92. To date, Defendants have not paid Plaintiff and Aggrieved Employees all earned
10 wages as required by law.

11 93. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved
12 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the
13 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
14 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any
15 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each
16 underpaid employee as set for in Labor Code § 558.

17 94. In committing the violations of state law as herein alleged, Defendants have
18 knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees
19 for all wages earned and all hours worked.

20 95. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of
21 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
22 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
23 violation in which Defendants violated Labor Code §§ 201, 202, 203, 204, 204b, and 256.

24 96. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
25 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys’ fees,
26 costs, and interest pursuant to law.

1 **FOURTH CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7,**
5 **512, and 1198 via the applicable IWC Wage Order**

6 (Against all Defendants)

7 97. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent
8 allegations as though set forth herein.

9 98. Based on the misconduct alleged in this Complaint, Plaintiffs are informed and
10 believe, and therefore allege, that Defendants failed to pay Plaintiff and Aggrieved Employees
11 premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§
12 226.7, 512, and 1198.

13 99. Because of Defendants' illegal pay practices, Plaintiffs are informed and believe, and
14 therefore allege, that said Defendants failed to pay Plaintiff and Aggrieved Employees for all meal
15 and rest breaks despite their requirement under California law and, as such, all culpable Defendants
16 are required to pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
17 wages.

18 100. Plaintiffs are informed and believe, and therefore allege, that Defendants also failed
19 to provide Plaintiff, and Aggrieved Employees, legally compliant meal and rest periods, or
20 compensation in lieu thereof, during their employment by said Defendants.

21 101. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
22 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
23 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
24 violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact
25 amount of the applicable penalty is all in an amount to be shown according to proof at trial.

26 102. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
27 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
28 costs, and interest pursuant to law.

1 **FIFTH CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198**

5 **via the applicable IWC Wage Order**

6 (Against all Defendants)

7 103. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent
8 allegations as though set forth herein.

9 104. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that
10 every employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or
11 her employees, either as a detachable part of the check, draft, or voucher paying the employee's
12 wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in
13 writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number
14 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
15 (4) all deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
17 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
18 social security number..., (8) the name and address of the legal entity that is the employer. . . , and
19 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
21 temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked
22 for each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

23 105. Upon information and belief, during all times relevant to this action, Defendants did
24 not provide accurate wage statements throughout the Representative Period and, thus, Plaintiffs
25 assert this claim both as a stand-alone claim and derivative of their unpaid wage claims.

26 106. On numerous occasions, an exact amount by which will be proven at trial,
27 Defendants violated various provisions of Labor Code § 226, including but not limited to
28 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Plaintiffs and the

1 Aggrieved Employees accurate itemized statements in writing accurately showing gross wages
2 earned, total hours worked by the employee, net wages earned, and rates of pay, among other
3 things.

4 107. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
5 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
6 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
7 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions
8 alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be
9 shown according to proof at trial.

10 108. Cal. Labor Code § 226.3 imposes upon all culpable Defendants a penalty of two
11 hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for the initial violation
12 and one thousand dollars (\$1,000.00) for each aggrieved employee per pay period for each
13 subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code
14 provisions alleged in this Complaint, the exact amount of the applicable penalty in an amount to be
15 shown according to proof at trial.

16 109. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover
17 from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein under §§
18 226, 226.3, and 226.6 in an amount to be proven at trial.

19 110. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
20 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
21 costs, and interest pursuant to law.

22 **SIXTH CAUSE OF ACTION**

23 **Representative Claim for PAGA Penalties**

24 **For Failure to Maintain Required Records in Violation of California**

25 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

26 (Against All Defendants)

27 111. As a separate and distinct cause of action, Plaintiff re-alleges and incorporates by
28 reference, as though fully set forth herein, all the allegations contained in this Complaint, excepting

1 those allegations that are inconsistent with this cause of action.

2 112. The applicable wage order including at § 7 requires every employer to maintain time
3 and payroll records.

4 113. Plaintiffs are informed and believe and based thereon allege that during all times
5 relevant, Defendants failed to comply with § 7 of the applicable Wage Order and with Labor Code §
6 1174 by failing to maintain certain records which employers are required to maintain, including but
7 not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

8 114. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
10 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
11 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions
12 alleged in this Complaint, the exact amount of the applicable penalty to be shown according to
13 proof at trial.

14 115. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
15 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
16 costs, and interest pursuant to law.

17 **SEVENTH CAUSE OF ACTION**

18 **Representative Claim for PAGA Penalties**

19 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

20 **Violations of California's Sick Pay Law Under**

21 **Labor Code §§ 246, 246.5, 247, 247.5, 248.5**

22 (Against all Defendants)

23 116. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
24 set forth herein.

25 117. As alleged above, Plaintiffs are informed and believe, and therefore allege, that
26 Defendants did not comply with California's sick pay laws.

27 118. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
28 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation

1 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
2 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions
3 alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be
4 shown according to proof at trial.

5 119. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
6 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees,
7 costs, and interest pursuant to law.

8 **EIGHTH CAUSE OF ACTION**

9 **Individual and Representative Claim for PAGA Penalties and Wages**

10 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code**
11 **subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205,**
12 **205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5,**
13 **223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
14 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision**
15 **(b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604,**
16 **750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026,**
17 **1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section**
18 **1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,**
19 **1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a)**
20 **of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,**
21 **1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision**
22 **(a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section**
23 **2929, and Sections 3073.6, 6310, 6311, and 6399.7**

24 (Against all Defendants)

25 120. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
26 set forth herein.

27 121. Plaintiffs will have sent their written notice to the Labor Workforce Development
28 Agency (LWDA) and Defendants of the specific sections of the California Labor Code Defendants

1 violated and continue to violate.

2 122. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a
3 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
4 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
5 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
6 and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

7 123. Plaintiffs are informed and believe, and based thereon allege, that because of the acts
8 alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are
9 entitled to penalties under Labor Code §§ 2698 and 2699.

10 124. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the
11 alleged violator and had one or more of the alleged violations committed against Plaintiffs, and
12 therefore are properly suited to represent the interests of other current and former Represented
13 Employees.

14 125. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties
15 for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5,
16 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,
17 Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and
18 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353,
19 and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552,
20 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,
21 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order,
22 subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1,
23 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392,
24 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,
25 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
26 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
27 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

28 126. Labor Code § 558 establishes a civil penalty as follows: Any employer or other

1 person acting on behalf of an employer who violates, or causes to be violated, a section of this
2 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
3 Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject
4 to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for
5 each pay period for which the employee was underpaid in addition to an amount sufficient to
6 recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee was underpaid in addition to an
8 amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section
9 shall be paid to the affected employee.

10 127. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as permitted by
11 law.

12 128. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
13 PAGA in an amount to be proven at trial including but not limited to penalties, attorneys’ fees,
14 costs, and interest pursuant to law.

15 NINTH CAUSE OF ACTION

16 ALTER EGO LIABILITY

17 Individual and PAGA Representative Claim By All Plaintiffs and Aggrieved Employees 18 Against All Defendants

19 129. Plaintiff alleges that Warchol is an alter ego of JANT. This is so because there is
20 such a unity of interest and ownership that the separate personalities of Warchol and JANT no
21 longer exist, and if Warchol is not held responsible for the acts of JANT, an inequitable result will
22 follow. Thus the conduct of JANT in causing the wrongs to Plaintiff should be treated as the
23 conduct of JANT.

24 130. Plaintiff alleges Warchol dominated and controlled JANT to such an extent that it
25 controlled all of JANT’S assets.

26 131. Plaintiff believes and alleges that Warchol and JANT co-mingled funds with each
27 other.

28 132. Plaintiff believes and alleges that JANT remained undercapitalized and lacked the

1 ability to pay its debts, including the monies owed to Plaintiff.

2 133. Adherence to the fiction of the separate existence of JANT as an entity distinct from
3 Warchol would permit an abuse of the corporate and LLC privilege and promote injustice.

4 134. Therefore, Plaintiff seeks a judicial determination that Warchol is the alter ego of
5 JANT, and that Warchol is liable for any judgment entered in this action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment against Defendants as
8 follows:

9 As to Plaintiff and Aggrieved Employees on the First through Eighth Causes of Action

10 1. That the Court find that Defendants' violations of the Labor Code violations alleged
11 in this Complaint were willful;

12 2. For all remedies available to Plaintiff and Aggrieved Employees under the Labor
13 Code and the applicable Industrial Welfare Commission Wage Order including but not limited to
14 Wage Order Number 5-2001 via § 2698, *et seq.* including an award of attorneys' fees, costs,
15 interest, and maximum civil penalties according to proof to the extent permitted by law;

16 3. That Plaintiff and Aggrieved Employees be awarded reasonable attorneys' fees
17 where available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code
18 of Civil Procedure § 1021.5, and/or other applicable laws; and

19 4. For such other and further relief as this Court may deem proper and just.

20 On the Fifteenth Cause of Action

21 5. A judicial determination that Warchol is the alter ego of JANT, and that Warchol is
22 liable for any judgment entered in this action.

23 Dated: February 27, 2024

The Law Office of Ian Pancer

24 By: Ian Pancer
25 /s/Ian Pancer, Esq.
26 Attorneys for Plaintiffs
27
28

EXHIBIT 1

Employee	Job Title	In Date	Out Date	Total Hours	Unpaid Break Time	Paid Break Time	Payable Hours
Cortes, Cesar	Chef	1/23/2023 5:30	1/23/2023 12:23	6.88	0	0	6.88
Cortes, Cesar	Chef	1/24/2023 5:03	1/24/2023 13:02	7.99	0	0	7.99
Cortes, Cesar	Chef	1/25/2023 4:56	1/25/2023 12:01	7.07	0	0	7.07
Cortes, Cesar	Chef	1/26/2023 4:59	1/26/2023 9:56	4.94	0	0	4.94
Cortes, Cesar	Chef	1/27/2023 5:30	1/27/2023 11:35	6.08	0	0	6.08
Cortes, Cesar	Chef	1/30/2023 5:02	1/30/2023 11:10	6.13	0	0	6.13
Cortes, Cesar	Chef	1/31/2023 5:23	1/31/2023 13:06	7.72	0	0	7.72
Cortes, Cesar	Chef	2/1/2023 5:03	2/1/2023 11:50	6.78	0	0	6.78
Cortes, Cesar	Chef	2/2/2023 5:16	2/2/2023 12:32	7.27	0	0	7.27
Cortes, Cesar	Chef	2/3/2023 5:02	2/3/2023 13:05	8.05	0	0	8.05
Cortes, Cesar	Chef	2/6/2023 5:07	2/6/2023 12:52	7.75	0	0	7.75
Cortes, Cesar	Chef	2/7/2023 5:00	2/7/2023 12:59	7.97	0	0	7.97
Cortes, Cesar	Chef	2/8/2023 5:00	2/8/2023 12:35	7.59	0	0	7.59
Cortes, Cesar	Chef	2/9/2023 5:01	2/9/2023 11:12	6.19	0	0	6.19
Cortes, Cesar	Chef	2/10/2023 4:58	2/10/2023 12:00	7.03	0	0	7.03
Cortes, Cesar	Chef	2/13/2023 5:01	2/13/2023 11:04	6.05	0	0	6.05
Cortes, Cesar	Chef	2/14/2023 5:00	2/14/2023 13:02	8.03	0	0	8.03
Cortes, Cesar	Chef	2/15/2023 5:00	2/15/2023 12:34	7.57	0	0	7.57
Cortes, Cesar	Chef	2/16/2023 5:00	2/16/2023 12:03	7.05	0	0	7.05
Cortes, Cesar	Chef	2/17/2023 4:58	2/17/2023 11:59	7.01	0	0	7.01
Cortes, Cesar	Chef	2/20/2023 5:01	2/20/2023 12:46	7.76	0	0	7.76
Cortes, Cesar	Chef	2/21/2023 5:00	2/21/2023 13:07	8.11	0	0	8.11
Cortes, Cesar	Chef	2/22/2023 5:01	2/22/2023 12:31	7.5	0	0	7.5
Cortes, Cesar	Chef	2/23/2023 4:59	2/23/2023 11:30	6.51	0	0	6.51
Cortes, Cesar	Chef	2/24/2023 5:02	2/24/2023 10:58	5.93	0	0	5.93
Cortes, Cesar	Chef	2/27/2023 5:33	2/27/2023 9:33	4.01	0	0	4.01
Cortes, Cesar	Chef	2/28/2023 5:32	2/28/2023 13:00	7.47	0	0	7.47
Cortes, Cesar	Chef	3/1/2023 5:29	3/1/2023 13:02	7.56	0	0	7.56

EXHIBIT 2

Jant Inc.
Payroll Journal with Detailed Hours

All Bank Accounts
January 1, 2021 - March 30, 2023

Pay Description	Reg Hours	OT Hours	DT Hours	Ben Hours	Amount	Withholding Taxes	Amount	Deductions	Amount
Company Totals									
Indirect Tips	0.0000	0.0000	0.0000	0.0000	4,666.53	FICA-SS	4,196.84		
Wages	3,021.5000	0.0000	0.0000	95.9760	63,024.54	FICA-MED	981.52		
						California SIT	372.59		
						California SDI	745.87		
Totals	3,021.5000	0.0000	0.0000	95.9760	67,691.07		6,296.82		0.00
								Net Check	56,727.72
								Net Pay	<u>56,727.72</u>

Company Expenses

ERFUTA: 125.97 ERFICA-SS: 4196.84 ERFICA-MED: 981.52 California SUI: 371.00

EXHIBIT 3

Employee	Job Title	In Date	Out Date	Total Hours	Unpaid Break Time	Paid Break Time	Payable Hours
Cortes, Cesar	Chef	6/25/2021 7:14	6/25/2021 13:22	6.13	0	0	6.13
Cortes, Cesar	Chef	6/26/2021 7:09	6/26/2021 13:10	6.03	0	0	6.03
Cortes, Cesar	Chef	6/27/2021 7:17	6/27/2021 13:06	5.82	0	0	5.82
Cortes, Cesar	Chef	6/28/2021 7:19	6/28/2021 13:00	5.68	0	0	5.68
Cortes, Cesar	Chef	6/30/2021 7:14	6/30/2021 12:58	5.74	0	0	5.74
Cortes, Cesar	Chef	7/1/2021 7:14	7/1/2021 13:25	6.18	0	0	6.18
Cortes, Cesar	Chef	7/3/2021 7:13	7/3/2021 13:09	5.93	0	0	5.93
Cortes, Cesar	Chef	7/4/2021 7:21	7/4/2021 11:03	3.71	0	0	3.71
Cortes, Cesar	Chef	7/5/2021 7:20	7/5/2021 13:36	6.27	0	0	6.27
Cortes, Cesar	Chef	7/7/2021 7:08	7/7/2021 13:03	5.92	0	0	5.92
Cortes, Cesar	Chef	7/8/2021 7:20	7/8/2021 13:14	5.9	0	0	5.9
Cortes, Cesar	Chef	7/10/2021 7:23	7/10/2021 13:18	5.92	0	0	5.92
Cortes, Cesar	Chef	7/11/2021 7:19	7/11/2021 13:08	5.81	0	0	5.81
Cortes, Cesar	Chef	7/12/2021 7:16	7/12/2021 13:21	6.09	0	0	6.09
Cortes, Cesar	Chef	7/14/2021 7:21	7/14/2021 13:07	5.76	0	0	5.76
Cortes, Cesar	Chef	7/15/2021 7:07	7/15/2021 12:14	5.12	0	0	5.12
Cortes, Cesar	Chef	7/17/2021 7:13	7/17/2021 13:04	5.84	0	0	5.84
Cortes, Cesar	Chef	7/18/2021 7:15	7/18/2021 13:28	6.21	0	0	6.21
Cortes, Cesar	Chef	7/19/2021 7:21	7/19/2021 13:21	5.99	0	0	5.99
Cortes, Cesar	Chef	7/21/2021 7:21	7/21/2021 13:25	6.06	0	0	6.06
Cortes, Cesar	Chef	7/22/2021 7:24	7/22/2021 13:20	5.95	0	0	5.95
Cortes, Cesar	Chef	7/24/2021 7:21	7/24/2021 13:40	6.32	0	0	6.32
Cortes, Cesar	Chef	7/25/2021 7:15	7/25/2021 13:14	5.98	0	0	5.98
Cortes, Cesar	Chef	7/26/2021 7:14	7/26/2021 13:20	6.11	0	0	6.11
Cortes, Cesar	Chef	7/27/2021 7:22	7/27/2021 13:23	6.01	0	0	6.01
Cortes, Cesar	Chef	7/28/2021 7:15	7/28/2021 13:06	5.86	0	0	5.86
Cortes, Cesar	Chef	7/29/2021 7:16	7/29/2021 13:05	5.82	0	0	5.82
Cortes, Cesar	Chef	7/30/2021 7:20	7/30/2021 13:06	5.76	0	0	5.76

17.00 per hr.
18.00 per hr.

Employee	Job Title	In Date	Out Date	Total Hours	Unpaid Break Time	Paid Break Time	Payable Hours
Cortes, Cesar	Chef	7/31/2021 7:09	7/31/2021 13:03	5.89	0	0	5.89
Cortes, Cesar	Chef	8/1/2021 7:13	8/1/2021 13:16	6.05	0	0	6.05
Cortes, Cesar	Chef	8/2/2021 7:26	8/2/2021 13:00	5.56	0	0	5.56
Cortes, Cesar	Chef	8/3/2021 7:13	8/3/2021 13:13	6	0	0	6
Cortes, Cesar	Chef	8/4/2021 7:10	8/4/2021 12:31	5.35	0	0	5.35
Cortes, Cesar	Chef	8/19/2021 7:00	8/19/2021 13:28	6.47	0	0	6.47
Cortes, Cesar	Chef	8/20/2021 7:00	8/20/2021 13:03	6.05	0	0	6.05
Cortes, Cesar	Chef	8/21/2021 7:11	8/21/2021 13:09	5.98	0	0	5.98
Cortes, Cesar	Chef	8/22/2021 7:25	8/22/2021 13:25	6.01	0	0	6.01
Cortes, Cesar	Chef	8/23/2021 7:04	8/23/2021 13:06	6.03	0	0	6.03
Cortes, Cesar	Chef	8/24/2021 7:08	8/24/2021 12:05	4.95	0	0	4.95
Cortes, Cesar	Chef	8/25/2021 6:59	8/25/2021 12:02	5.05	0	0	5.05
Cortes, Cesar	Chef	8/28/2021 7:11	8/28/2021 13:15	6.06	0	0	6.06
Cortes, Cesar	Chef	8/29/2021 7:08	8/29/2021 13:08	5.99	0	0	5.99
Cortes, Cesar	Chef	8/30/2021 7:04	8/30/2021 13:03	5.97	0	0	5.97
Cortes, Cesar	Chef	9/1/2021 7:14	9/1/2021 13:05	5.84	0	0	5.84
Cortes, Cesar	Chef	9/2/2021 7:15	9/2/2021 13:10	5.92	0	0	5.92
Cortes, Cesar	Chef	9/4/2021 7:19	9/4/2021 13:12	5.88	0	0	5.88
Cortes, Cesar	Chef	9/5/2021 7:02	9/5/2021 13:05	6.05	0	0	6.05
Cortes, Cesar	Chef	9/6/2021 7:01	9/6/2021 13:10	6.15	0	0	6.15
Cortes, Cesar	Chef	9/8/2021 7:08	9/8/2021 12:07	4.99	0	0	4.99
Cortes, Cesar	Chef	9/9/2021 7:04	9/9/2021 12:46	5.69	0	0	5.69
Cortes, Cesar	Chef	9/11/2021 7:09	9/11/2021 13:04	5.93	0	0	5.93
Cortes, Cesar	Chef	9/12/2021 7:04	9/12/2021 13:36	6.54	0	0	6.54
Cortes, Cesar	Chef	9/13/2021 7:03	9/13/2021 12:59	5.93	0	0	5.93
Cortes, Cesar	Chef	9/15/2021 7:02	9/15/2021 12:58	5.93	0	0	5.93
Cortes, Cesar	Chef	9/16/2021 7:08	9/16/2021 13:03	5.92	0	0	5.92
Cortes, Cesar	Chef	9/18/2021 7:02	9/18/2021 13:00	5.97	0	0	5.97

18.00 per hr