

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Aden M. Khachadoorian (SBN 346908)
akhachadoorian@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GIANCARLO CARMONA, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

8490 HOSPITALITY, LLC d.b.a. CATCH
STEAK LA; a California Limited Liability
Company; and DOES 1 through 100,

Defendants.

Case No. 24STCV08005

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Giancarlo Carmona (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendant 8490
3 Hospitality, LLC d.b.a. Catch Steak LA, a California limited liability company; and DOES 1 to
4 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, all other aggrieved employees, and the State of
7 California, hereby brings this representative action for recovery of civil penalties under
8 California Labor Code §§ 2698 *et seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by preparing and selling food (operating a restaurant),
28 and employed Plaintiff and other similarly-situated hourly non-exempt employees within the

County of Los Angeles and, therefore, were (and are) doing business in the County of Los Angeles and the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and the County of Los Angeles, and were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

9. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 19).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants have employed Plaintiff in the non-exempt job position of “Bartender” (or a similarly titled position) from approximately September 2022, starting at Defendants’ New York location and transferring to the Los Angeles location since approximately October 2023.

12. Defendants failed to pay Plaintiff and other aggrieved employees at the legally required minimum wage rate. Specifically, Defendants failed to comply with City of West Hollywood’s Minimum Wage Ordinance codified in Chapter 5.130 of the West Hollywood Municipal Code (“WHMC”). Additionally, during Plaintiff’s employment with Defendants, and upon information and belief, Plaintiff alleges that Defendants failed to pay Plaintiff and other aggrieved employees for all hours worked. Specifically, Defendants required Plaintiff and other aggrieved employees to work through their purported breaks while off-the-clock, resulting in Plaintiff and other aggrieved employees not being paid for all their hours actually paid. As a result, Plaintiff alleges that Defendants failed to pay him and other aggrieved employees all minimum wages at the legally required minimum wage rate and all overtime wages.

13. Upon information and belief, Defendants also failed to compensate Plaintiff and other aggrieved employees for all required reporting time pay. Plaintiff and other aggrieved employees were regularly called into work as “on-call” shift employees but were not always put to work. When this happened, upon information and belief, Defendants did not compensate Plaintiff and other aggrieved employees for at least two hours of work and/or half of their usually scheduled hours at their regular rate of pay. Plaintiff alleges that this policy and practice is in violation of the reporting time pay requirements under California law, including Wage Order 5, § 5, and as a result, Defendants failed to pay Plaintiff and other aggrieved employees for all required reporting time pay

14. Defendants failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) first meal periods. Specifically, due to

1 work demands imposed by Defendants, Plaintiff was occasionally not provided with a first meal
2 period prior to the conclusion of his fifth hour of work. On those occasions when Plaintiff and
3 other aggrieved employees were not provided with all legally compliant meal periods to which
4 they were entitled, Defendants failed to compensate Plaintiff and other aggrieved employees
5 with the required meal period premium(s) for each workday in which they experienced a meal
6 period violation as mandated by Labor Code § 226.7. Upon information and belief, during at
7 least a portion of the relevant period, Defendants maintained no mechanism for the payment of
8 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
9 compliant meal period was not provided to their aggrieved employees.

10 15. Defendants failed to authorize and permit all required rest periods for Plaintiff
11 and other aggrieved employees as Defendants' rest period policies/practices failed to authorize
12 and permit employees to take an off-duty rest period of at least 10 minutes for every four hours
13 worked, or major fraction thereof. Specifically, Plaintiff was at times prevented from taking rest
14 periods due to work demands imposed by Defendants. Moreover, Defendants failed to authorize
15 and permit a full ten minutes of "net rest" in an area appropriate for rest away from the
16 workstation during rest periods. Despite failing to authorize and permit Plaintiff and other
17 aggrieved employees to take all rest periods to which they were entitled, upon information and
18 belief, during at least a portion of the relevant time period, Defendants maintained no mechanism
19 for the payment of rest period premium payments as required by Labor Code § 226.7 and did not
20 pay Plaintiff or other aggrieved employees any rest period premiums when they experienced a
21 rest period violation.

22 16. Defendants failed to reimburse Plaintiff and other aggrieved employees for all
23 necessary business expenses. Specifically, Defendants required Plaintiff and other aggrieved
24 employees to use their personal cellular phones to clock in and out of their work shifts through
25 the UKG application and to communicate with managers and/or supervisors; however,
26 Defendants failed to reimburse Plaintiff and other aggrieved employees for the costs associated
27 with their cellular phones. As a result, Defendants failed to reimburse Plaintiff and other
28 aggrieved employees for expenses incurred in the course of their employment.

1 17. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
2 employees for all meal and rest period premium wages, Defendants maintained inaccurate
3 payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally,
4 Defendants issued facially deficient wage statements to Plaintiff and other aggrieved employees
5 which fail to list all hourly rates of pay and listed the incorrect total number of hours worked in
6 violation of Labor Code §§ 226(a)(2), (9). As a further result of Defendants' failure to
7 compensate Plaintiff and other aggrieved employees for all meal and rest period premium wages,
8 Defendants failed to pay Plaintiff and other aggrieved employees all wages owed at the time of
9 their separation of employment with Defendants.

10 18. Moreover, upon information and belief, Defendants also failed to compensate
11 Plaintiff and other aggrieved employees for all required reporting time pay. Plaintiff and other
12 aggrieved employees were regularly called into work as "on-call" shift employees but were not
13 always put to work. When this happened, upon information and belief, Defendants did not
14 compensate Plaintiff and other aggrieved employees for at least two hours of work and/or half of
15 their usually scheduled hours at their regular rate of pay. Plaintiff alleges that this policy and
16 practice is in violation of the reporting time pay requirements under California law, including
17 Wage Order 5, § 5, and as a result, Defendants failed to pay Plaintiff and other aggrieved
18 employees for all required reporting time pay.

19 19. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
20 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
21 violations discussed herein.

22 **FIRST CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(AGAINST ALL DEFENDANTS)**

25 20. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
26 fully set forth herein.

27 21. Defendants have committed several Labor Code violations against Plaintiff and
28 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all earned overtime and/or double-time compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to pay all reporting time pay owed to Plaintiff and other aggrieved employees in violation of Labor Code §§ 204 and 1198;
- d. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 558;
- e. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, and 558;
- f. Failing to indemnify Plaintiff and other aggrieved employees for all necessary

expenditures incurred in violation of Labor Code §§ 2802 and 2804;

g. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

22. On or about January 23, 2024, Plaintiff notified Defendant 8490 Hospitality, LLC d.b.a. Catch Steak LA via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 21 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

23. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation

pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 21 (a)-(i);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

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

Dated: March 29, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff