

04/29/2024

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**SUPERIOR COURT OF THE STATE CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**Case No.: **24CV008341****CLASS ACTION COMPLAINT FOR:**

CHRISTIAN CARRIZALEZ, an individual, on
behalf of himself and those similarly situated, and
the State of California,

Plaintiff,

vs.

NOR CAL TACO, INC. dba CHANDO'S TACOS
FAIR OAKS, CHANDO'S ROSEVILLE, INC.,
CHANDO'S ELK GROVE, INC., CHANDO'S
CITRUS HEIGHTS, a Limited Liability Company,
and DOES 1-20, inclusive,

Defendants.

1. Failure to Compensate for All Hours Worked, Cal. Lab. Code §§ 204, 204b, 223, 226.2, 1194; Wage Orders;
2. Failure to Pay Overtime Wages, Cal. Lab. Code §§ 510, 1194, IWC Wage Orders;
3. Failure to Provide Rest Breaks or Pay Wages in Lieu Thereof, Cal. Labor Code § 226.7, IWC Wage Orders;
4. Failure to Provide Meal Periods or Pay Wages in Lieu Thereof, Cal. Lab. Code §§ 226.7, 512, IWC Wage Orders;
5. Failure to Furnish Accurate Itemized Wage Statements, Cal. Labor Code § 226;
6. Failure to Reimburse for Necessary Business Expenses, Labor Code § 2802
7. Violation of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; and
8. Civil Penalties, Private Attorneys General Act, Cal. Labor Code §§ 2699, *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Christian Carrizalez (“Plaintiff”) brings this action Nor Cal Taco, Inc. dba Chando’s Tacos Fair Oaks, Chando’s Roseville, Inc., Chando’s Elk Grove, Inc., Chando’s Citrus Heights, LLC, and Does 1-20, (collectively referred to herein as “Defendants”) for wages and penalties on behalf of himself and the State of California and a class of similarly situated current and former workers.

2. The following allegations are based on Plaintiff’s knowledge, except allegations made on information and belief, which are based on a reasonable investigation under the circumstances and are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

3. At all times relevant to this action, Defendants have engaged in systematic wage theft, maintaining policies and practices that violate the rights of Plaintiff and other workers. Defendants have failed to compensate Plaintiff and, on information and belief, Class Members for all hours worked in violation of the state’s minimum wage and overtime laws; failed to provide timely, complete and off-duty meal periods, or otherwise pay premium wages in lieu thereof; failed to authorize and permit rest periods in compliance with the Wage Orders and at the requisite rates for the length of shifts, or otherwise pay premium wages in lieu thereof; failed to pay all wages owed upon termination of the employment relationship; and failed to comply with record keeping requirements.

4. Defendants’ acts and omissions, which violate the Labor Code, constitute predicate unlawful and unfair business practices in violation of California’s Unfair Competition Law (“UCL”), Business & Professions Code sections 17200, et seq. Defendants’ violations of the Labor Code are unlawful acts which have afforded Defendants an unfair competitive advantage. Plaintiff is therefore entitled to all remedies provided under the UCL, including restitutionary, injunctive, declaratory and/or other equitable relief for a period of four years from the filing of the original complaint through the date of this action’s final disposition. Plaintiff also seeks reasonable attorneys’ fees and costs pursuant to, inter alia, Labor Code 1194(a), and 1198.5(l)

5. Plaintiff has complied with California Labor Code section 2699.3 by giving written notice to the employer and the Labor and Workforce Development Agency (“LWDA”) of the alleged

1 Labor Code and Wage Order violations and the facts and theories supporting those violations. Plaintiff
2 has fulfilled the administrative prerequisites of Labor Code section 2699.3 and is statutorily authorized
3 to act on behalf of the State of California to enforce the State’s labor and employment laws and collect
4 civil penalties on behalf of the State and current or former employees, including himself.

5 Accordingly, Plaintiff seeks to hold Defendants and other persons who violated or caused violations of
6 the Labor Code and Wage Orders liable for civil penalties owed to the State of California and other
7 current and former aggrieved employees.

8 **JURISDICTION AND VENUE**

9 6. This case is subject to the jurisdiction of this court pursuant to the California Labor
10 Code and California Code of Civil Procedure.

11 7. Defendants are located and conduct business in the County of Solano and employed
12 Plaintiff in said County.

13 8. Venue is proper in the Superior Court of Solano because this is where the alleged
14 misconduct occurred.

15 **THE PARTIES**

16 **PLAINTIFF**

17 9. Plaintiff Christian Carrizalez is, and at all times relevant hereto was, a resident of the
18 State of California. Plaintiff was hired as a minor and worked as a non-exempt employee at
19 Defendants’ Chando’s restaurants in California from approximately June 2023 to on or about
20 September 15, 2023. Plaintiff performed tasks such as cooking and cleaning work, including taking
21 customer orders, and other restaurant work for Defendants. At all times relevant to this action, Plaintiff
22 was denied compensation for all hours worked, was denied statutory rest breaks and meal periods or
23 wages in lieu thereof, and was not issued accurate wage statements. As described herein, Plaintiff has
24 lost money or property and has suffered injury in fact due to Defendants’ conduct.

25 **DEFENDANTS**

26 10. On information and belief, Nor Cal Taco Inc., dba Chando’s Tacos Fair Oaks, is a
27 California corporation listed with the California Secretary of State (“SOS”) as an entity with Lisandro
28 Madrigal as its Chief Executive Officer, Chief Financial Officer, and Secretary. Nor Cal Taco Inc.’s

1 principal business address listed with the SOS is 5665 Power Inn Rd., Sacramento, CA 95825.
2 Lisandro Madrigal is listed as Nor Cal Taco Inc.'s Agent for Service of Process. On information and
3 belief, Nor Cal Taco Inc. operates restaurant operated restaurants under various fictitious names
4 throughout California. Nor Cal Taco Inc has employed Plaintiff and denied him proper compensation,
5 including failing to pay all tips earned, failing to pay him for all hours worked, for overtime, and for
6 rest and meal period premiums. As such, Nor Cal Taco Inc is sued as an employer and is liable for
7 wages, penalties, costs and attorney's fees as described herein.

8 11. On information and belief, Chando's Citrus Heights, is a California limited liability
9 corporation listed with the California Secretary of State ("SOS") as an entity with Lisandro Madrigal
10 as its Manager or Member. Chando's Citrus Heights LLC's principal business address listed with the
11 SOS is 2530 Boatman Ave., West Sacramento, CA 95691. Lisandro Madrigal is listed as Chando's
12 Citrus Heights LLC's Agent for Service of Process. On information and belief, Chando's Citrus
13 Heights LLC operates restaurant operated restaurants under various fictitious names throughout
14 California. Chando's Citrus Heights LLC has employed Plaintiff and denied him proper compensation,
15 including failing to pay all tips earned, failing to pay him for all hours worked, for overtime, and for
16 rest and meal period premiums. As such, Chando's Citrus Heights LLC is sued as an employer and is
17 liable for wages, penalties, costs and attorney's fees as described herein.

18 12. On information and belief, Chando's Roseville, Inc., dba Chando's Pleasant Grove, is a
19 California corporation listed with the California Secretary of State ("SOS") as an entity with Lisandro
20 Madrigal listed as its Chief Executive Officer, Secretary, and Chief Financial Officer. Chando's
21 Roseville, Inc.'s principal business address listed with the SOS is 943 Pleasant Grove, Roseville, CA
22 95678. Lisandro Madrigal is listed as Chando's Roseville, Inc.'s Agent for Service of Process. On
23 information and belief, Chando's Roseville, Inc. operates restaurant operated restaurants under various
24 fictitious names throughout California. On information and belief Chando's Roseville, Inc. was a joint
25 employer, alter ego status, and/or joint venture of the Defendants, and denied Plaintiff proper
26 compensation, including failing to pay all tips earned, failing to pay him for all hours worked, for
27 overtime, and for rest and meal period premiums. As such, Chando's Roseville, Inc. is liable for
28 wages, penalties, costs and attorney's fees as described herein.

1 13. On information and belief, Chando's Elk Grove, Inc., is a California corporation listed
2 with the California Secretary of State ("SOS") as an entity with Lisandro Madrigal listed as its Chief
3 Executive Officer, Secretary, and Chief Financial Officer. Chando's Elk Grove, Inc.'s principal
4 business address listed with the SOS is 8235 Laguna Blvd., Ste. 180, Elk Grove, CA 95758.
5 Legalzoom.com, Inc. (registered corporate 1505 agent) is listed as Chando's Elk Grove, Inc.'s Agent
6 for Service of Process. On information and belief, Elk Grove operates restaurant operated restaurants
7 under various fictitious names throughout California. On information and belief Chando's Elk Grove,
8 Inc. was a joint employer, alter ego status, and/or joint venture of the Defendants, and denied Plaintiff
9 proper compensation, including failing to pay all tips earned, failing to pay him for all hours worked,
10 for overtime, and for rest and meal period premiums. As such, Chando's Elk Grove, Inc. is liable for
11 wages, penalties, costs and attorney's fees as described herein.

12 14. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
13 Defendant, directly or indirectly, through an agent or other person, engaged, employed, suffered, or
14 permitted Plaintiff and other current or former employees to work.

15 15. Plaintiff further alleges that each Defendant is legally responsible for the occurrences
16 and unlawful acts herein alleged and the resulting damages were actually and proximately caused by
17 the other Defendants' conduct.

18 16. The true names and capacities, whether individual, plural, corporate, partnership,
19 associate, or otherwise, of DOES 1 through 20, inclusive, are unknown to Plaintiff who are therefore
20 sued under such fictitious names. The full extent of the facts linking such fictitiously sued Defendants
21 is unknown to Plaintiff.

22 17. Plaintiff is informed and believe, and thereon allege, that at all times mentioned herein,
23 all Defendants, including DOE defendants, and each of them, were agents, servants, employees,
24 successors in interest, and/or joint venturers of their co-Defendants, and were, as such, acting within
25 the course, scope, and authority of said agency, employment, and/ or venture, and with the consent of
26 their co-Defendants, and/or said acts were ratified by their co-Defendants, and that each and every
27 Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training,
28 and supervision of each and every other Defendant as an agent, servant, employee, successor in

1 interest, and/or joint venture.

2 **FACTUAL ALLEGATIONS**

3 18. Plaintiff Christian Carrizalez worked as a non-exempt employee at Defendants'
4 Chando's restaurants in California from approximately June 2023 to on or about September 15, 2023.
5 Plaintiff performed tasks such as cooking and cleaning work, including taking customer orders, and
6 other restaurant work for Defendants. At all times relevant to this action, Plaintiff was denied
7 compensation for all hours worked, was denied statutory rest breaks and meal periods or wages in lieu
8 thereof, and was not issued accurate wage statements. As described herein, Plaintiff has lost money or
9 property and has suffered injury in fact due to Defendants' conduct.

10 **CLASS ALLEGATIONS**

11 19. Plaintiff Christian Carrizalez brings this action as a class action under Code of Civil
12 Procedure section 382 on behalf of the following Class:

13 All non-exempt employees who worked at any of Defendants' restaurants within the
14 State of California during the period commencing four years prior to the filing of the
15 initial complaint in this action through the date of its final disposition.

16 20. Reservations of Rights: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
17 to amend or modify the class definitions with greater specificity, by further division into subclasses,
18 and/or by limitation to particular issues.

19 21. Numerosity: The Proposed Class is so numerous that joinder of all members is
20 impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
21 time period, Defendants employed over 100 people who are geographically dispersed throughout
22 California and who satisfy the definition of the Proposed Class. The Class Members are so numerous
23 that joinder of all Class Members is impracticable. The individuals and the identity of such
24 membership is readily ascertainable by inspection of Defendants' employment records.

25 22. Typicality: Plaintiff's claims are typical of all other Class Members as demonstrated
26 herein.

27 23. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
28 member, with whom he has a well-defined community of interest and typicality of claims, as

1 demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members.
2 Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action
3 discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action
4 will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended
5 for the prosecution of this action for the substantial benefit of each class member. Plaintiff has
6 retained competent counsel experienced in wage and hour class action litigation.

7 24. Predominant Common Questions: Common questions of law and fact exist to all
8 members of the Proposed Class and predominate over any questions solely affecting individual
9 members of the Proposed Class, including, but not limited to:

- 10 a. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class
11 to work without compensation at the start and end of shifts, or during unpaid meal
12 periods, and failed to compensate them at the statutory and/or agreed-upon wage rates,
13 in violation of the Labor Code and the Wage Orders;
- 14 b. Whether Defendants failed to compensate Plaintiff and members of the Class for
15 all "hours worked," within the meaning of the applicable Wage Orders;
- 16 c. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class
17 to work in excess of eight (8) hours per day and/or over forty (40) hours per week
18 and/or the first eight (8) hours on the seventh (7th) consecutive workday in a workweek,
19 and failed to pay the legally required overtime compensation, in violation of the Labor
20 Code and the Wage Orders;
- 21 d. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class
22 to work in excess of twelve (12) hours per day and/or in excess of eight (8) hours on the
23 seventh (7th) consecutive workday in a workweek, and failed to pay the legally required
24 doubletime compensation, in violation of the Labor Code and the Wage Orders;
- 25 e. Whether the burden of proof will shift to Defendants for failing to maintain
26 accurate records of the start and end of work periods, meal periods, total daily hours
27 worked and wages earned, in violation of the Wage Orders, Labor Code sections 226 &
28 1174, and California law;

- 1 f. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff
2 and the Class of all duty for a first net thirty (30) minute meal period before the end of
3 the fifth (5th) hour of shifts, in violation of the Labor Code, the Wage Orders, and
4 California law;
- 5 g. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff
6 and the Class of all duty for a second net thirty (30) minute meal period before the end
7 of the tenth (10th) hour of shifts, in violation of the Labor Code, the Wage Orders, and
8 California law;
- 9 h. Whether Defendants, as a matter of policy or practice, failed to permit Plaintiff
10 and the Class to take net ten (10) minute rest breaks for each four (4) hour work period,
11 or major portion thereof, in violation of the Labor Code, the Wage Orders, and
12 California law;
- 13 i. Whether Defendants, as a matter of policy or practice, failed to make good faith
14 efforts to provide Plaintiff and the Class with rest breaks during the middle of each four
15 (4) hour work period, in violation of the Labor Code, the Wage Orders, and California
16 law;
- 17 j. Whether Defendants, as a matter of policy or practice, failed to pay Plaintiff and
18 the Class premium wages for all unlawfully provided meal periods and rest breaks, in
19 violation of the Labor Code, the Wage Orders, and California law;
- 20 k. Whether Defendants knowingly and intentionally failed to provide Plaintiff and
21 the Class written wage statements that accurately reflect all gross and net wages earned,
22 total hours worked, applicable hourly rates and all deductions made, in violation of the
23 Labor Code, the Wage Orders, and California law;
- 24 l. Whether Plaintiff and the Class are deemed to have suffered injury within the
25 meaning of Labor Code section 226 for the wage statement violations described herein;
- 26 m. Whether Defendants' conduct as described herein was willful or reckless;
- 27 n. Whether Defendants engaged in unlawful and/or unfair business practices in
28 violation of Business & Professions Code sections 17200 *et seq.* ("UCL");

- 1 o. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
2 restitution of unpaid or underpaid statutory and/or agreed upon regular, minimum,
3 overtime, and/or doubletime wages;
- 4 p. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
5 restitution of premium wages for unlawfully failing to provide meal periods and rest
6 breaks;
- 7 q. Whether Plaintiff and members of the class whose employment terminated are
8 entitled to waiting time penalties under Labor Code section 203 for Defendants' failure
9 to pay all wages owed timely upon the separation from employment;
- 10 r. Whether Plaintiff and members of the class are entitled to reimbursement for
11 business related expenses that were not reimbursed by Defendants;
- 12 s. Whether Defendants are liable for damages, restitution, and/or penalties earned,
13 due, and/or owing to Plaintiff and the Class resulting from Defendants' violation of the
14 Labor Code, the Wage Orders, and California law; and
- 15 t. Whether Plaintiff and the Class are entitled to compensatory damages pursuant
16 to the Labor Code.

17 25. Superiority: A class action is superior to other available methods for the fair and
18 efficient adjudication of the controversy, particularly in the context of wage and hour litigation where
19 individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against a
20 corporate Defendant. A class action is superior to other available means for fair and efficient
21 adjudication of Class Members' claims and offers significant benefits to the parties and the court. A
22 class action will allow a number of similarly situated persons to simultaneously and efficiently
23 prosecute their common claims in a single forum without the unnecessary duplication of effort and
24 expense that numerous individual actions would entail. The monetary amounts due to many Class
25 Members are likely to be relatively small, thus making it difficult, if not impossible, for individual
26 class members to seek and obtain relief. Moreover, a class action will serve important public interests
27 by enabling the non-waivable statutory rights of class members to be effectively asserted, and
28 fundamental public policies to be vindicated, in one proceeding. A class action will also provide a

1 means for vindicating the rights of current employees who are less likely to come forward to assert
2 those rights based on fears of employer reprisal. Finally, a class action will prevent the potential for
3 inconsistent or contradictory judgments inherent in individual litigation and address the problems
4 inherent in random and fragmentary enforcement.

5 26. Plaintiff intends to send notice to all members of the Proposed Class to the extent
6 required by section 382. The names and addresses of the Proposed Class are available from
7 Defendants.

8 **FIRST CAUSE OF ACTION**

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

10 (Violation of Lab. Code §§ 204, 223, 226.2, 1194, 1194.2, 1197, and 1198)

11 Plaintiff, on behalf of himself and the Class, Against all Defendants

12 27. Plaintiff realleges and incorporates in this cause of action each and every allegation of
13 the preceding paragraphs, with the same force and effect as though fully set forth herein.

14 28. Defendants are required to compensate employees for all hours worked pursuant to the
15 Industrial Welfare Commission Order 5-2001 and California Labor Code sections 204, 1194, 1197, and
16 1198.

17 29. California Labor Code section 1197 makes it unlawful for an employer to pay an
18 employee less than the minimum wage required under the applicable Wage Orders for all hours
19 worked.

20 30. California Labor Code section 223 makes it unlawful to secretly pay below the rate
21 designated by statute or agreement while purporting to comply with the rate designated by contract or
22 statute.

23 31. California Labor Code section 204 requires payment of all wages earned bi-weekly or
24 semi-monthly on the regularly-established pay dates.

25 32. Defendants violated the provisions of Labor Code sections 204, 223, 1194, 1197 and
26 1198, and Wage Order 5, by failing to pay Plaintiff and, on information and belief, the Class for all
27 hours worked and for overtime.

28 33. Plaintiff routinely worked daily and weekly overtime. His daily shifts often exceeded

1 eight and often 12 hours of work in a 24-hour period. He also worked six days per week, routinely
2 exceeding 40 hours in a workweek without overtime pay. The compensation he received only
3 compensated Plaintiff for non-overtime hours, resulting in a large number of daily and weekly
4 overtime hours going completely uncompensated.

5 34. California Labor Code section 1194 entitles employees to bring an action to recover
6 wages, interest, attorney's fees and cost of suit for failure to pay all hours worked and violation of the
7 minimum wage. California Labor Code section 1194.2 entitles Plaintiff to seek liquidated damages for
8 violations of the minimum wage.

9 35. The violations described herein, including but not limited to the violations of Labor
10 Code sections 1194, serve as predicate violations under PAGA. Plaintiff has complied with the
11 administrative procedures set forth in California Labor Code § 2699.3 to bring a claim for civil
12 penalties under PAGA, and as such seeks civil penalties on behalf of himself, the State of California
13 and the PAGA Workforce. Civil Penalties are sought against all Defendants pursuant to Labor Code
14 § 200, 204, 204b, 210, 223, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f) and 2698, et seq.

15 36. Plaintiff seeks wages and interest thereon in an amount to be established at trial and is
16 entitled to recover attorneys' fees and costs of suit, pursuant to Labor Code section 1194. Plaintiff also
17 seeks liquidated damages for violation of the minimum wage, pursuant to Labor Code section 1194.2.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF OVERTIME LAWS**

20 (Violation of Cal. Lab. Code §§ 510, 515, 1185, 1194, IWC Wage Order 5-2001)

21 Plaintiff, on behalf of himself and the Class, Against all Defendants

22 37. Plaintiff realleges and incorporates herein by reference each and every allegation and
23 statement contained in the prior paragraphs, as though fully set forth herein.

24 38. California Labor Code section 510 and Wage Order 5 mandate that employers,
25 including Defendants, pay premium wages for hours worked in excess of 8 in a workday and 40 in a
26 workweek.

27 39. Defendants violated the provisions of Labor Code section 510 and Wage Order 5 by
28 failing to pay Plaintiff and, on information and belief, the Class at the appropriate rate for all overtime

1 hours worked. Plaintiff routinely worked daily and weekly overtime. His daily shifts often exceeded
2 eight hours.

3 40. The violations described herein, including but not limited to the violations of Labor
4 Code section 510 and the Wage Order, serve as predicate violations under PAGA. Plaintiff has
5 complied with the administrative procedures set forth in California Labor Code § 2699.3 to bring a
6 claim for civil penalties under PAGA, and as such seeks civil penalties on behalf of himself, the State
7 of California and the PAGA Workforce. Civil Penalties are sought against all Defendants pursuant to
8 Labor Code §§ 200, 204, 204b, 210, 223, 226.3, 256, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198,
9 2699(f) and 2698, et seq.

10 41. Plaintiff seeks overtime wages, interest, attorney's fees and costs of suit pursuant to
11 Labor Code sections 1194.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST BREAKS OR COMPENSATION IN LIEU THEREOF**

14 (Violation of California Labor Code § 226.7 and IWC Wage Order 5)

15 Plaintiff, on behalf of himself and the Class, Against all Defendants

16 42. Plaintiff realleges and incorporates herein by reference each and every allegation and
17 statement contained in the prior paragraphs, as though fully set forth herein.

18 43. California Labor Code § 226.7 states:

19 No employer shall require any employee to work during any meal or rest period
20 mandated by an applicable order of the Industrial Welfare Commission.”

21 If an employer fails to provide an employee a meal period or rest period in accordance
22 with an applicable order of the Industrial Welfare Commission, the employer shall pay
23 the employee one additional hour of pay at the employees regular rate of compensation
for each work day that the meal or rest period is not provided.

24 44. IWC Wage Orders provide with respect to rest periods as follows:

25 (A) Every employer shall authorize and permit all employees to take rest periods, which
26 insofar as practicable shall be in the middle of each work period. The authorized rest
27 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
28 net rest time per four (4) hours or major fraction thereof. However, a rest period need
not be authorized for employees whose total daily work time is less than three and one-
half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for
which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

45. Defendants failed to authorize and permit statutory rest breaks at the mandatory rate of one break for shifts greater than 3.5 hours up to six hours, two breaks for shifts greater than six hours and up to 10 hours, three breaks for shifts greater than 10 hours and up to 14 hours, and so on. Plaintiff and, on information and belief, the Class were not relieved of all duty for proper rest breaks, were discouraged from taking rest breaks, and were routinely required to work through rest periods.

46. Defendants failed to pay rest period premiums to Plaintiff and the Class in lieu of proper rest periods.

47. The violations described herein, including but not limited to the violations of Labor Code sections 226.7 and the Wage Order, serve as predicate violations under PAGA. Plaintiff has complied with the administrative procedures set forth in California Labor Code § 2699.3 to bring a claim for civil penalties under PAGA, and as such seeks civil penalties on behalf of himself, the State of California and the PAGA Workforce. Civil Penalties are sought against all Defendants pursuant to Labor Code §§ 558, 2699(f) and 2698, et seq.

48. Wherefore, Plaintiff seeks rest breaks premiums and interest thereon pursuant to the Wage Orders and Labor Code section 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Violation of California Labor Code §§ 226.7, 512, IWC Wage Order 5)

Plaintiff, on behalf of himself and the Class, Against all Defendants

49. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

50. California Labor Code § 226.7 states:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in

1 accordance with an applicable order of the Industrial Welfare Commission, the
2 employer shall pay the employee one additional hour of pay at the employee's regular
rate of compensation for each work day that the meal or rest period is not provided.

3 51. Section 512(a) of the California Labor Code provides, in relevant part, that:

4 An employer may not employ an employee for a work period of more than five hours
5 per day without providing the employee with a meal period of not less than 30 minutes,
6 except that if the total work period per day of the employee is no more than six hours,
the meal period may be waived by mutual consent of both the employer and employee.
7 An employer may not employ an employee for a work period of more than 10 hours per
day without providing the employee with a second meal period of not less than 30
8 minutes, except that if the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the employee only if the
9 first meal period was not waived.

10 52. IWC Wage Order 5-2001 § 11 states:

11 (A) No employer shall employ any person for a work period of more than five (5) hours
12 without a meal period of not less than 30 minutes, except that when a work period of not
more than six (6) hours will complete the day's work the meal period may be waived by
13 mutual consent of the employer and employee. Unless the employee is relieved of all
duty during a 30 minute meal period, the meal period shall be considered an "on duty"
14 meal period and counted as time worked. An "on duty meal period shall be permitted
only when the nature of the work prevents an employee from being relieved of all duty
15 and when by written agreement between the parties an on-the-job paid meal period is
agreed to. The written agreement shall state that the employee may, in writing revoke
16 the agreement at any time.

17 (B) If an employer fails to provide an employee a meal period in accordance with the
18 applicable provisions of this Order, the employer shall pay the employee one (1) hour of
pay at the employee's regular rate of compensation for each work day that the meal
19 period is not provided.

20 53. Defendants failed to relieve Plaintiff and, on information and belief, the Class of all
21 duty for timely, uninterrupted meal periods lasting at least 30 minutes, or second meal periods during
22 shifts greater than 10 hours. Plaintiff was required routinely to work without a meal period and
23 discouraged from taking meal periods. Defendants failed to pay meal period premiums to Plaintiff for
24 unprovided, short, and untimely meal periods.

25 54. The violations described herein, including but not limited to the violations of Labor
26 Code sections 512 and 226.7, serve as predicate violations under PAGA. Plaintiff has complied with
27 the administrative procedures set forth in California Labor Code section 2699.3 to bring a claim for
28 civil penalties under PAGA, and as such seeks civil penalties on behalf of himself, the State of

1 California and the PAGA Workforce. Civil Penalties are sought against all Defendants pursuant to
2 Labor Code sections 558, 2699(f) and 2698, et seq.

3 55. Plaintiff seeks meal period premiums and interest thereon pursuant to the Wage Orders
4 and Labor Code sections 226.7 and 512.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

7 (Violation of Labor Code § 226)

8 Plaintiff, on behalf of himself and the Class, Against all Defendants

9 56. Plaintiff re-alleges and incorporate the above allegations as if fully stated herein.

10 57. Labor Code section 226(a) requires that employers, including Defendants, furnish their
11 employees with each wage payment an accurate and itemized writing that shows gross wages earned,
12 total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the
13 employee is paid, the name of the employee and the portion of his or her social security number, the
14 name and address of the legal entity that is the employer, and all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee.

17 58. Further, Labor Code section 226.2(a)(2) provides that wage statements must also
18 include the total hours of compensable rest and recovery periods, the rate of compensation and the
19 gross wages paid for such periods during the pay period and the total hours of other non-productive
20 time, the rate of compensation and the gross wages paid for that time during the pay period.

21 59. Labor Code section 226(e), in part, permits employees suffering injury to collect the
22 greater of all actual damages or the amount specified in Labor Code section 226 per violation.

23 60. Labor Code section 226(e)(2)(B) states, in pertinent part:

24 an employee is deemed to suffer injury for purposes of this subdivision if
25 the employer fails to provide accurate and complete information as
26 required by any one or more of items (1) to (9), inclusive, of subdivision
27 (a) and the employee cannot promptly and easily determine from the wage
28 statement alone one or more of the following: (i) The amount of the gross
wages or net wages paid to the employee during the pay period or any of
the other information required to be provided on the itemized wage

statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

61. Labor Code section 226(h) states, “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.”

62. As a result of Defendants’ conduct during the applicable statutory period, Defendants knowingly and intentionally failed to furnish Plaintiff and Class Members with an accurate itemized wage statement with each wage payment as required by Labor Code section 226(a).

63. Defendants’ failure to provide accurate wage statements deprived Plaintiff and the Class of their ability to promptly and easily understand and question the calculation and rate of pay and hours used to calculate the wages paid by Defendants. Plaintiff, therefore, had no way to dispute any error in the payment or calculation of their wages, all of which resulted in an unjustified economic enrichment to Defendants, and Plaintiff suffered actual damages as a result.

64. Defendants’ failure to furnish accurate itemized wage statements constitutes an injury as defined under Labor Code section 226(e)(2)(B). Therefore, Plaintiff and members of the class have suffered an injury for purposes of Labor Code section 226 and are entitled to recover the greater of all actual damages or the amount specified in section 226 per violation.

65. The violations described herein, including but not limited to the violations of Labor Code section 226, serve as predicate violations under PAGA. Plaintiff has complied with the administrative procedures set forth in California Labor Code § 2699.3 to bring a claim for civil penalties under PAGA and as such seeks civil penalties on behalf of the State of California, the PAGA Pool and himself pursuant to Labor Code section 226.3.

66. Plaintiff seeks to recover all available remedies including, but not limited to damages, penalties, attorney's fees, costs, and injunctive relief to the fullest extent permitted by law.

SEVENTH CAUSE OF ACTION

Failure to Reimburse All Business Expenses

(Violation of Wage Order 5 and Labor Code section 2802)

67. Plaintiff re-alleges and incorporates the above allegations above as if fully stated

1 herein.

2 68. California Labor Code section 2802 requires an employer to indemnify an employee
3 “for all necessary expenditures or losses incurred by the employee in direct consequence of the
4 discharge of his or her duties.”

5 69. Defendants willfully failed to reimburse Plaintiff and Class Members for all work
6 expenses. For example, Plaintiff, and on information and belief member of the Class, were required or
7 found it necessary purchase work shirts from Defendants.

8 70. Plaintiff and Class Members were not reimbursed for this work expense, and
9 Defendants are liable for reimbursement pursuant to Section 2802 of the Labor Code.

10 71. The failure to reimburse expenses serves as a predicate for PAGA penalties. Plaintiff
11 has complied with the administrative procedures set forth in Labor Code section 2699.3 to bring a
12 claim for civil penalties under PAGA and seeks penalties for the State, the PAGA Pool, and himself
13 for the violations described herein, including penalties under Labor Code sections 2802 and 2698, et
14 seq.

15 72. Plaintiff seeks reimbursement of expenses, attorney’s fees, costs, and interest thereon.

16 **EIGHTH CAUSE OF ACTION**

17 **California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.***

18 73. Plaintiff realleges and incorporates herein by reference each and every allegation and
19 statement contained in the prior paragraphs, as though fully set forth herein.

20 74. Section 17200 of the California Business and Professions Code (the “UCL”) prohibits
21 any unlawful, unfair, or fraudulent business practices.

22 75. Through its action alleged herein, Defendants have engaged in unfair competition
23 within the meaning of the UCL by failing to compensate Plaintiff and Class Members for all wages
24 owed, failing to pay overtime premiums, and failing to pay rest and meal period premiums. These acts,
25 (among others alleged herein) constitute unlawful, unfair, and/or fraudulent business practices under
26 the UCL.

27 76. Plaintiff has standing to assert this claim because they have suffered injury in fact and
28 have lost money as a result of Defendants’ conduct.

77. Plaintiff seeks restitutionary disgorgement from Defendants as well as injunctive and declaratory relief.

NINTH CAUSE OF ACTION

California Private Attorney General Act, Labor Code sections 2698, et seq.

Plaintiff, on Behalf of the State and Aggrieved Employees, Against All Defendants

78. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

79. Plaintiff brings this cause of action on behalf the State of California with respect to the labor law violations he and all other current or former non-exempt employees experienced during the relevant time-period as alleged in this complaint.

80. Defendants violated the Labor Code by failing to compensate Plaintiff and other current and former employees for all hours worked, during unpaid meal periods in violation of the state's minimum wage and overtime laws. Defendants also failed to pay meal period and rest break premium wages at the statutory or required rates of pay, failed to maintain accurate time and payroll records, failed to pay all tips owed, and maintaining policies and practices described in this complaint. As such, Defendants have violated the Plaintiff's rights and, on information and belief, the rights of other current or former employees who worked for Defendants as non-exempt employees.

81. PAGA permits an individual to recover civil penalties on behalf of themselves and other current or former employees for violations of the Labor Code. Labor Code section 2699(a).

82. Defendants are liable for civil penalties under PAGA for the Wage Order and Labor Code violations described in this complaint. Plaintiff alleges that Defendants violated: sections 201-202, 256 and 1197.1 subjecting Defendants to liability for waiting time penalties based on willful (section 203) failure to pay all wages owed timely upon separation from employment; sections 200, 204, 204b, and 210 by failing to pay all wages owed weekly, semi-monthly or when due; sections 221, 223 for secretly paying less than the statutory or contractual rate; sections 510, 511 and 1198 for failing to pay overtime; sections 558 and 1197.1 for penalties for violation of the minimum wage and failure to pay all overtime; sections 1174 and 1174.5 for failing to maintain required payroll records; and sections 1194, 1194.2 , 1197 and 1197.1 for failure to pay minimum wage or paying less than the

1 applicable state or local law.

2 83. Defendants are liable for civil penalties for failure to maintain accurate records—
3 showing when an employee begins and ends each work period, as well as total hours worked in the
4 payroll period and applicable rates of pay—pursuant to Labor Code sections 1174.5 and 2698 et seq.

5 84. Defendants are liable for civil penalties for failure to compensate for all hours worked,
6 pursuant to Labor Code sections 200, 204, 204b, 210, 223, 510, 511, 558, 1194, 1194.2, 1197, 1197.1,
7 1198, and 2698 et seq.

8 85. Defendants are liable for civil penalties for failure to compensate for all overtime
9 premium wages pursuant to Labor Code sections 200, 204, 204b, 210, 223, 510, 511, 558, 1194,
10 1194.2, 1197, 1197.1, 1198, and 2698 et seq.

11 86. Defendants are liable for failure to provide expense reimbursements in violation of
12 Labor Code section 2802 and the Wage Order. Plaintiff and other members of the PAGA Pool were
13 required or found it necessary to purchase work shirts from Defendants. Defendants are liable for civil
14 penalties under Labor Code section 2699(f) for failing to reimburse these expenses.

15 87. PAGA permits an individual to recover civil penalties on behalf of himself, the State,
16 and all other current or former employees for violations of the Labor Code. Labor Code § 2699(a).

17 88. Plaintiff has complied with Labor Code section 2699.3 by giving written notice to
18 Defendants and the LWDA of the alleged Labor Code and Wage Order violations, and the facts and
19 theories supporting those violations.

20 89. Wherefore, Plaintiff seeks civil penalties for himself, the State of California, the PAGA
21 Workforce, as well as attorney's fees, costs and interest, in amounts subject to proof at trial.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff demands a trial by jury on all claims so triable.

24 **PRAYER FOR RELIEF**

25 Wherefore, Plaintiff prays for the following forms of relief:

26 1. For penalties pursuant to all provisions of the Labor Code referenced herein which
27 provide for penalties as a result of the conduct alleged herein, including waiting time penalties
28 pursuant to Labor Code section 203;

2. For costs of suit incurred herein and attorneys' fees pursuant to the statutes cited herein, including Labor Code section 1194 and California Code of Civil Procedure section 1021.5;

3. For compensatory damages and wages pursuant to Labor Code sections 1194, 223, 1197, 204, 210;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For overtime compensation and overtime premiums pursuant to Labor Code sections 510 and 1194;

6. For all gratuities earned pursuant to Labor Code sections 350 and 351;

7. For restitution of all monies due to Plaintiff from the unlawful business practices of Defendants, pursuant to the UCL;

8. For injunctive and declaratory relief under the UCL;

9. For an award of civil penalties payable to Plaintiff, the State of California, and other current or former employees under PAGA for each violation of the Labor Code and Wage Order described in this complaint, including but not limited to penalties under Labor Code sections 200, 204, 204b, 210, 223, 226.7, 256, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699(a), 2699(f), and other provisions described in this complaint.

10. For an award of attorneys' fees and costs pursuant to Labor Code section 2699(g).

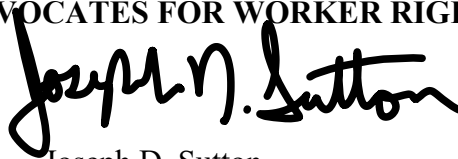
11. For pre-judgment and post-judgment interest as provided by law, pursuant to Labor Code section 218.6; and

12. For such other and further relief as this Court deems just and proper.

Respectfully submitted.

Dated: April 26, 2024

ADVOCATES FOR WORKER RIGHTS LLP



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