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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 15 2024

BY *Mr. R.*
F. DELBONO, DEPUTY

14 Attorneys for Plaintiff KRYSTAL ISABEL PADILLA VENEGAS,
15 on behalf of herself and current and former aggrieved employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 KRYSTAL ISABEL PADILLA VENEGAS, on
13 behalf of herself and current and former
14 aggrieved employees

15 Plaintiff,

16 vs.

17 SWEETGREEN, INC.; and DOES 1 to 100,
18 inclusive,

19 Defendants.

Case No. **CIV SB 2409137**

PAGA ACTION

**PLAINTIFF KRYSTAL ISABEL
PADILLA VENEGAS'S COMPLAINT
FOR:**

1. **CIVIL PENALTIES PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA"),
LABOR CODE §§ 2698, ET SEQ.**

21 **COMES NOW** Plaintiff KRYSTAL ISABEL PADILLA VENEGAS ("Plaintiff"), who
22 alleges and complains against Defendants SWEETGREEN, INC.; and DOES 1 to 100, inclusive
23 (collectively "Defendants") as follows:

24 **I. INTRODUCTION**

25 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
26 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
27 and other current and former aggrieved employees of Defendants who worked as hourly non-
28 exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
3 required and legally compliant meal and rest periods, failure to timely pay earned wages during
4 employment, failure to provide complete and accurate wage statements, failure to timely pay all
5 unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
6 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
7 attorneys' fees pursuant to Labor Code § 2699(g)(1) and costs brought on behalf of Plaintiff, the
8 State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to San Bernardino County, at 7811 Monet Avenue, Rancho
18 Cucamonga, CA 91739.

19 **III. PARTIES**

20 3. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of herself and other current and former employees subject to
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
23 filed include current, former and/or future employees of Defendants who work, worked, or will
24 work for Defendants as direct employees as well as temporary employees employed through temp
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
26 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
27 employed by Defendants in an hourly position at Defendants' location in Rancho Cucamonga
28 from approximately January 20, 2023 until on or about December 21, 2023.

1 4. Plaintiff is informed and believes and thereon alleges that Defendant
2 SWEETGREEN, INC. is authorized to do business within the State of California and is doing
3 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
4 hereto were persons acting on behalf of Defendant SWEETGREEN, INC. in the establishment of,
5 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
6 SWEETGREEN, INC. operates in San Bernardino County and employed Plaintiff and aggrieved
7 employees in San Bernardino County, including but not limited to, at 7811 Monet Avenue,
8 Rancho Cucamonga, CA 91739.

9 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
10 through 50 are corporations, or are other business entities or organizations of a nature unknown to
11 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
12 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
13 working conditions of employment of Plaintiff and aggrieved employees.

14 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
15 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
16 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
17 supervisor, independent contractor and/or employee of each defendant who violated or caused to
18 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
19 the Industrial Welfare Commission's wage orders regulating hours and days of work.

20 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
21 sues said defendants by said fictitious names, and will amend this complaint when the true names
22 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
23 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
24 named defendants is in some manner responsible for the events and allegations set forth in this
25 complaint.

26 8. Plaintiff makes the allegations in this complaint without any admission that, as to
27 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
28 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE §§ 2698, ET SEQ.**
4 **(Against all Defendants by Plaintiff)**

5 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
7 Defendants violated Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, and
8 the applicable Wage Orders.

9 11. Specifically, Defendants have committed the following violations of California
10 Labor Code:

11 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
13 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
14 which includes all time that an employee is under control of the employer and all time the
15 employee is suffered and permitted to work. This includes the time an employee spends, either
16 directly or indirectly, performing services which inure to the benefit of the employer.

17 13. Labor Code §§ 1194 and 1197 require an employer to compensate employees for
18 all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
19 Wage Orders.

20 14. In this case, Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
24 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
25 not limited to,

26 (a) requiring Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees who worked opening shift to unlock doors, disarm the alarm
28 system; and turn on the refrigerators and ovens while off the clock prior to clocking in for the start
of their shift.

1 (b) requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees who worked closing shifts to lock doors, arm the alarm system; and
3 turn off the refrigerators and ovens while off the clock after clocking out for the end of their shift.

4 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
5 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
6 control without paying wages for that time. This resulted in Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees working time for which they were not
8 compensated any wages, in violation of Labor Code §§ 1194 and 1197 and the applicable Wage
9 Order.

10 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
11 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
12 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
13 which includes all time that an employee is under control of the employer and all time the
14 employee is suffered and permitted to work. This includes the time an employee spends, either
15 directly or indirectly, performing services that inure to the benefit of the employer.'

16 17. Labor Code §§ 510 and 1194 require an employer to compensate employees a
17 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
18 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

19 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
20 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
21 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
22 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
23 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
24 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
25 seventh day of a workweek shall be compensated at the rate of no less than twice the
26 regular rate of pay of an employee.

27 Labor Code § 510.

28 18. In this case, Defendants failed to pay Plaintiff and other current and former
aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(a) requiring Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees who worked opening shifts to unlock doors, disarm the alarm
2 system; and turn on the refrigerators and ovens while off the clock prior to clocking in for the start
3 of their shift.

4 (b) requiring Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees who worked closing shifts to lock doors, arm the alarm system; and
6 turn off the refrigerators and ovens while off the clock after clocking out for the end of their shift.

7 19. The foregoing policies, practices, and/or procedures resulted in time during each
8 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees were under the control of Defendants but were not compensated. To the extent that the
10 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
12 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
13 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code §§
14 510, 1194 and 1198, and the applicable Wage Order.

15 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
16 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees regularly worked
18 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

19 21. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 5 at §11;
23 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
24 employ an employee for a work period of more than ten (10) hours per day without providing the
25 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
26 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
27 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
28 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from

1 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
2 periods.

3 22. If an employer fails to provide an employee a meal period in accordance with the
4 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
5 for each workday that a legally required and compliant meal period was not provided. Labor Code
6 §§ 226.7 and 1198; Wage Order 5 at §11.

7 23. In this case, Defendants failed to authorize or permit legally required and compliant
8 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
9 exempt employees due to Defendants' policies, practices, and/or procedures resulting in chronic
10 understaffing, in turn requiring Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees to remain on duty during their meal periods.

12 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
13 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
15 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees did not receive legally required and compliant meal periods, in violation of Labor Code
17 § 226.7.

18 25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees not
20 receiving wages to compensate them for workdays during which Defendants did not provide them
21 with meal periods in compliance with California law.

22 26. **Failure to pay wages to hourly non-exempt employees for workdays that**
23 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
24 current and former aggrieved California-based hourly non-exempt employees regularly worked
25 shifts of more than three-and-a-half (3.5) hours.

26 27. California law requires every employer to authorize and permit an employee a rest
27 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
28 Code § 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10

minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

28. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order 5 at § 12.

29. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants’ policies, practices, and/or procedures resulting in chronic understaffing, in turn requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on duty during their rest periods.

30. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code § 226.7.

31. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

32. **Failure to timely pay earned wages during employment:** In California, wages must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
2 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
3 16th and the 26th day of that month and wages earned between the 16th and the last day,
4 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
5 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
6 paid within seven (7) calendar days following the close of the payroll period in which wages were
7 earned. Labor Code § 204(d).

8 33. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
9 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
10 exempt employees' earned wages (including minimum wages, overtime wages, meal period
11 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
12 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
13 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
14 their earned wages within the applicable time frames outlined in Labor Code § 204.

15 34. **Secret payment of lower wages than designated by statute:** Labor Code section
16 223 provides that, where any statute or contract requires an employer to maintain the designated
17 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
18 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
19 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
20 lawful sick pay at the employees' regular rate of pay, as established by Labor Code §§ 226.7, 246,
21 510, 1194 and §§ 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code §
22 1198, the Defendant secretly paid a lower wage than designated by statute while purporting to pay
23 the wages designated by statute, in violation of Labor Code § 223.

24 35. **Failure to provide complete and accurate wage statements:** Labor Code § 226,
25 subdivision (a). Labor Code § 226(a) provides, *inter alia*, that, upon paying an employee his or her
26 wages, the employer must "furnish each of his or her employees ... an itemized statement in
27 writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
28 employee whose compensation is solely based on a salary and who is exempt from payment of

1 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
2 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the
3 employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on
4 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
5 (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the
6 employee and his or her social security number, (8) the name and address of the legal entity that is
7 the employer, and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee.”

9 36. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
10 and other current and former aggrieved California-based hourly non-exempt employees all wages
11 earned (including minimum wages, overtime wages, meal and/or rest period premium wages)
12 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
13 employees’ wage statements inaccurate, in violation of Labor Code § 226(a)(1, 2, 5 & 9).

14 37. **Failure to pay employees all wages due at time of termination/resignation:** An
15 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
16 wages are due immediately upon termination (Labor Code § 201) or within seventy-two (72)
17 hours of resignation (Labor Code § 202).

18 38. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
19 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
20 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
21 and/or rest period premium wages), Defendants failed to pay those employees timely after each
22 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

23 39. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee, on
24 behalf of himself or herself and other current or former employees, to bring a civil action to
25 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
26 §§ 2699.3.

27 40. Plaintiff has complied with the procedures for bringing suit specified in Labor
28 Code § 2699.3. On April 8, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and

1 provided notice to Defendants by certified mail which provided notice of the specific provisions of
2 the Labor Code alleged to have been violated, including the facts and theories to support the
3 violations alleged.

4 41. Pursuant to Labor Code § 2699.3, the LWDA must give written notice by certified
5 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60
6 days of the date of the complainant's written notice. The LWDA failed to provide the parties
7 notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to
8 investigate Plaintiff's claims.

9 42. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff is entitled to recover civil
10 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512,
11 1194, and 1197; During Plaintiff's employment and continuing through the present, preceding
12 Plaintiff sending the initial PAGA Notice to the LWDA to the present, in the following amounts:

13 a. For violations of Labor Code §§ 201, 202, 203, 226(a), and 226.7; one
14 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
15 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
16 violation [penalty amounts established by Labor Code § 2699(f)(2)].

17 b. For violations of Labor Code § 226(a), alternatively, two hundred fifty
18 dollars (\$250) for each employee for each pay period for the initial violation, and for each
19 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay
20 period [penalty amounts established by Labor Code § 226.3].

21 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
22 each employee for each pay period for the initial violation, and for each subsequent violation, one
23 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
24 established by Labor Code § 558].

25 d. For violations of Labor Code § 204, one hundred dollars (\$100) for each
26 failure to pay each employee in any initial violation, and for each subsequent violation, or any
27 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
28 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code §

210].

e. For violations of Labor Code § 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code § 225.5].

43. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to §§ 210, 225.5, 226.3, 558, 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code § 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: April 15, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

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