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ELECTRONICALLY FILED

Superior Court of California,
County of Placer

11/01/2024 at 09:40:48 AM

By: Cindy P Baldock
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF PLACER**

AMANDA CUNNINGHAM, as an
aggrieved employee pursuant to the
Private Attorneys General Act (PAGA),

Plaintiff,

vs.

SONNY BOY FOODS, LLC; TROY
PRAHL, an individual; and DOES 1 to 20,
inclusive,

Defendants

Case No. S-CV-0053866

COMPLAINT FOR DAMAGES:

**1. Civil Penalties Pursuant to Private
Attorney General Act, Labor Code §
2698 et seq.**

1 Plaintiff AMANDA CUNNINGHAM (“Plaintiff”) hereby files this Complaint against
2 Defendants SONNY BOY FOODS, LLC; TROY PRAHL, and DOES 1 to 20, inclusive,
3 (hereinafter collectively referred to as “Defendants”). Plaintiff alleges the following:
4

5 **PARTIES AND JURISDICTION**

6 1. This is an enforcement action under the Labor Code Private Attorneys General Act of
7 2004 (“PAGA”), California Labor Code section 2698, *et seq.* to recover civil penalties and any other
8 available relief on behalf of Plaintiff, the State of California, and other current and former employees
9 who worked for Defendant in California and who suffered at least one violation of the Labor Code
10 as set forth in this complaint, at any time between June 20, 2023, and judgement.

11 2. Plaintiff AMANDA CUNNINGHAM is an individual over the age of eighteen (18) and
12 is now and/or at all times mentioned in this Complaint was a resident of the State of California.

13 3. Plaintiff is a former employee of Defendants, providing services as a non-exempt
14 employee in Defendants’ restaurant.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendant SONNY BOY
16 FOODS, LLC is a California Limited Liability Company with its principal place of business in
17 Granite Bay, California.

18 5. Plaintiff is informed and believes, and thereon alleges, that Defendant TROY PRAHL, is
19 an individual residing in Granite Bay, California, and is the owner, manager, and/ or agent of
20 Defendant SONNY BOY FOODS, LLC.

21 6. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants
22 herein was, at all times relevant to this action, the agent, employee, or joint employer or joint
23 venturer of the remaining defendants and was acting within the course and scope of that relationship.
24 Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein
25 gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants.
26 The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether
27 individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such
28 defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff

1 will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive,
2 when they have been determined.

3 7. The Placer County Superior Court has jurisdiction in this matter under the California
4 Constitution, Article VI, section 10. The statute under which this action is brought does not specify
5 any other basis for jurisdiction.

6 8. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
7 the wrongful acts and violations of law asserted herein occurred within Placer County.

8 9. On March 16, 2024, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act
9 (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”), and
10 provided a copy to Defendant SONNY BOY FOODS, LLC via certified US Mail. On March 21,
11 2024, and October 18, 2024, Plaintiff filed her Amended PAGA notices with he LWDA and sent
12 copies via Certified US Mail to Defendants. Neither the LWDA nor Defendants have responded to
13 the PAGA Notice Letter, and Defendants have made no attempt to cure the violations asserted. As
14 such, Plaintiff is deputized to represent herself, other aggrieved employees, and the California Labor
15 Commissioner for the purpose of collecting civil penalties for violations of the California Labor
16 Code committed by Defendant.
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19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 10. Defendants own and operate two restaurant locations doing business as Bruchi’s
21 Cheesesteaks & Subs. Plaintiff and similarly situated employees worked for Defendants as non-
22 exempt employees in California. Plaintiff worked for Defendants as a non-exempt server, cashier,
23 and cook from September, 2020 through March 3, 2024. Similarly situated employees include all
24 non-exempt employees working for Defendants in their California locations.

25 11. Defendants did not allow Plaintiff and similarly situated employees to take their
26 statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other similarly
27 situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as
28 required under the law. Plaintiffs and similarly situated employees regularly missed their meal and

1 rest periods and/ or they were provided late. In the event a meal period was provided, it was often
2 interrupted or cut short in order to deal with customer issues or other work-related tasks. However,
3 defendant still required Plaintiff and similarly situated employees to indicate on their timecard that a
4 meal period was provided and taken, even if it didn't actually occur.

5 12. Defendants also failed to provide rest periods to Plaintiff and similarly situated
6 employees for every 4 hours worked or major fraction thereof. Defendants' management staff were
7 aware this was occurring and did not ensure meal and/ or rest periods were provided to Plaintiffs and
8 similarly situated employees in compliance with California law. Defendants also failed to pay
9 Plaintiffs and similarly situated employees the statutorily required missed meal or missed rest period
10 premium when these breaks were not provided

11 13. Moreover, when Defendants required Plaintiff and similarly situated employees to work
12 through their meal and/or rest periods, Defendants failed to pay Plaintiff and similarly situated
13 employees all statutorily required meal and rest period premiums owed.

14 14. Defendants also altered timecards to avoid additional compensation for employees,
15 inaccurately showing how much time employees actually worked. Defendants inappropriately forced
16 employees to use paid time off for time periods that were unauthorized by the employee. Defendants
17 also failed to provide sick leave, and did not allow employees to use their sick pay.

18 15. Defendants required Plaintiff and similarly situated employees to share or pool tips
19 received from customers. However, Defendants used the shared tip pool money to provide extra pay
20 to a manager rather than giving the manager a raise in her base pay. Defendants also deducted
21 money from the shared tip pool of Plaintiff and similarly situated employees to pay for broken or
22 worn out equipment, or to cover a perceived "shortage" in a cash drawer.

23 16. These practices of Defendants have also resulted in unpaid minimum and overtime wages
24 as Defendants failed to pay wages for the occasions in which Plaintiff and similarly situated
25 employees timecards falsely showed a meal when it was not provided or taken. Plaintiff and
26 similarly aggrieved employees regularly worked over 8 hours a day and or 40 hours a week.
27
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1 However, as described, Defendants did not pay these employees all overtime and double time wages
2 earned during their employment.

3 17. For these same reasons, Plaintiff and similarly situated employees did not receive sick
4 pay at the regular rate of pay as required by the California Labor Code, section 246(l).

5 18. As a result, Defendants did not provide Plaintiffs and similarly situated employees legally
6 compliant wage statements noting, among other things, the total hours works, gross wages earned,
7 the applicable hourly rates and effect during the pay, the corresponding number of hours worked
8 each at each hourly rate, and the amount for reimbursement. Defendants also did not provide
9 Plaintiff and similarly situated aggrieved employees all wages owed upon their termination or within
10 72 hours of their separation from employment.

11 19. When Plaintiff resigned her employment in March, 2024, she did not receive all tip
12 wages received for that pay period on her final paycheck.

13 20. Upon information and belief, all transactions regarding hiring, terminations, promotions,
14 pay increases, etc. relating to Defendants' California employees were submitted to and processed by
15 Defendant's primary business location. Additionally, on information and belief, Defendants'
16 corporate records, in particular personnel and pay records pertaining to Defendants' California
17 employees, are also maintained at Defendants' headquarters and/ or primary business location.

18 21. Upon information and belief, Defendants maintain a central Payroll department at its
19 primary business location, which processes payroll for all Defendants' employees, including
20 Plaintiff and similarly situated, aggrieved employees.

21 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
22 have known that Plaintiff and other similarly situated aggrieved employees were entitled to receive
23 timely meal and rest periods, paid sick leave, compliant wage statements, and timely payment of all
24 wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff
25 and other similarly situated, aggrieved employees, did not receive these payments.

26 23. At all times herein set forth, PAGA provides that any provision of law under the Labor
27 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected
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1 by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as
2 an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
3 themselves and other current or former employees pursuant to procedures outlined in California
4 Labor Code section 2699.3.

5 24. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any person who
6 was employed by the alleged violator and against whom one or more of the alleged violation was
7 committed.”

8 25. Plaintiff and other current and former employees of Defendants are aggrieved employees
9 as defined by the Labor Code in that they are all Defendant’s current or former employees and one
10 or more of the alleged violations was committed against them.

11
12 **FIRST CAUSE OF ACTION**
13 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**
14 **(As to All Defendants)**

15 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
16 set forth herein.

17 27. Plaintiff brings this cause of action as a proxy for the State of California and in this
18 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants’ violations of the
19 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
20 violations identified above.

21 28. On or about March 16, 2024, Plaintiff, through counsel, sent written notice to the LWDA
22 regarding Defendants’ violations of the California Labor Code, pursuant to Labor Code section
23 2698, *et seq.*, PAGA, copying Defendants via certified US Mail. Plaintiff’s counsel submitted
24 Amended PAGA Notices on March 21, 2024, and October 18, 2024. The LWDA and Defendants
25 did not respond to Plaintiff’s PAGA notice within 65 days, thus deputizing Plaintiff to represent
26 herself, other aggrieved employees, and the California Labor Commissioner for the purpose of
27 collecting civil penalties for violations of the California Labor Code committed by Defendant.
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1 29. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and
2 all aggrieved employees for all violations of the Labor Code from June 20, 2023, through trial on
3 this matter.

4 30. Defendants’ conduct, as alleged herein, violated various sections of the California labor
5 Code, including but not limited to, the following:

6 31. Labor Code section 1174(d) requires employers to keep “payroll records showing the
7 hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in
8 accordance with rules established for this purpose by the commission, but in any case shall be kept
9 on file for not less than three years.” Defendants did not keep accurate information regarding all
10 hours worked by Plaintiff and similarly situated employees, largely by failing to accurately record all
11 hours worked. This was in violation of the Labor Code.

12 32. Labor Code section 226 requires employers to furnish to employees with “an accurate
13 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
14 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
15 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
16 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
17 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
18 only the last four digits of his or her social security number or an employee identification number
19 other than a social security number, (8) the name and address of the legal entity that is the employer .
20 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
21 of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants
22 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
23 violation of the Labor Code.

24 33. Labor Code sections 201–203 require that all wages be paid to employees upon
25 separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and
26 Defendants’ similarly aggrieved employees did not receive all final wages due and owing to them at
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1 the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections
2 201–203. This is in violation of the Labor Code.

3 34. Labor Code sections 510 and 1194 require employers to pay employees overtime for any
4 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
5 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
6 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
7 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
8 hours on the seventh day of work in any one workweek. As stated above, Plaintiff and similarly
9 situated employees worked over eight (8) hours per day and forty (40) hours per week and were not
10 paid all overtime wages earned in violation of the Labor Code.

11 35. During the period Plaintiff and similarly situated employees were employed by
12 Defendants they were entitled to be paid at least the State’s minimum wage rate for each hour that
13 they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
14 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay
15 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
16 Plaintiff and similarly situated employees were not paid at least the applicable state minimum wage
17 for all hours worked in violation of the Labor Code.

18 36. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require
19 employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For
20 the reasons stated above, Plaintiff and similarly situated employees were not authorized and
21 permitted to take legally compliant meal periods pursuant to California law. Defendants also failed
22 to pay all meal period premiums for their failure to provide meal periods.

23 37. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
24 employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or
25 major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated
26 employees were not authorized and permitted to take legally compliant rest periods pursuant to
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1 California law in violation of the Labor Code. Defendants also failed to pay any rest period
2 premiums for their failure to provide rest periods.

3 38. Labor Code section 246.5 requires an employer to provide 5 days of paid protected sick
4 leave to employees who have worked more than 30 days for the employer within a year after
5 commencement of employment with the employer. Defendants failed to provide paid sick leave to
6 their employees for much of the statutory period, and then, when offered, Defendants refused to
7 allow Claimant and similarly situated employees to use their accrued/ earned sick leave. These
8 practices are in violation of the Labor Code.

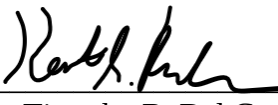
9 39. Labor Code section 210 require that all wages, including overtime, minimum wages and
10 meal and rest period premiums, be paid to employees at regular specified intervals. Here, for the
11 reasons stated above, Plaintiff and aggrieved employees did not receive all regular wages due and
12 owing to them at the times required by Labor Code section 210.
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14 **DAMAGES**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:
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- 17 1. A jury trial;
- 18 2. For civil and statutory penalties and liquidated damages under the California Labor
19 Code according to proof allowed by law;
- 20 3. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
21 fees;
- 22 4. For injunctive relief;
- 23 5. For an award of prejudgment and post-judgment interest; and
- 24 6. For an award to Plaintiff of such other and further relief as the Court deems just and
25 proper.
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2 Dated: October 29, 2024

3
4 By: 
5 Timothy B. Del Castillo

6 Kent L. Bradbury
7 **Castle Law: California Employment Counsel**

8 Melissa Yoest
9 **Yoest Law Corp**
10 Attorneys for Plaintiff Amanda Cunningham