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and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JESSE PATRICK FINNEGAN, individually,
and on behalf of all other aggrieved
employees,

Plaintiff,

v.

531 FAIRFAX INC. *dba* UBUD LA, a
California company; BENELISHA GROUP
INC. *dba* ADKT LA, a California company
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24STCV13163**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

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1 This is a representative action brought by Jesse Patrick Finnegan, individually and
2 on behalf of all other aggrieved employees (“Plaintiff”), relating to systemic violations of
3 California wage and hour laws by his employers 531 Fairfax Inc. dba Ubud LA
4 (“Defendant Fairfax”) and Benelisha Group Inc. dba ADKT LA (“Defendant Benelisha”
5 and collectively “Defendants”). Plaintiff makes the following allegations on information
6 and belief, except as to allegations pertaining to Plaintiff individually, which are based on
7 her personal knowledge.

8 **INTRODUCTION**

9 1. Defendant Fairfax is in the business of the operations of restaurants and
10 bars. Defendant Fairfax is a private, for-profit business.

11 2. Defendant Benelisha is in the business of the operations of restaurants
12 and bars. Defendant Benelisha is a private, for-profit business.

13 3. As private, for-profit businesses, Defendants implemented common policies
14 and practices that have resulted in systemic violations of California’s wage and hour laws.
15 Defendants have failed to implement adequate practices to protect the rights of their
16 employees, particularly in light of the nature of their businesses, which is to maximize
17 profits.

18 4. Defendants attempt to maximize profits by among other methods,
19 understaffing the services provided to their clients resulting in systematic meal and rest
20 period violations.

21 5. As a result of systematic policies and procedures, Defendants have violated
22 California’s wage and hour laws promulgated in the California Labor Code and all
23 applicable Industrial Welfare Commission (“IWC”) Wage Orders. For example,
24 Defendants have implemented unlawful written policies with respect to meal and rest
25 breaks. Defendants also require its non-exempt employees, who are informed that the
26 needs of the businesses take top priority, to work through meal and rest breaks, and to take
27 untimely meal periods. Plaintiff and the other aggrieved employees were not allowed to
28 take meal periods unless they worked six (6) hours or more. Moreover, Plaintiff and other

1 aggrieved employees are not always afforded full thirty (30) minute meal periods and are
2 often under pressure to return to work early since they are too busy to complete their
3 assigned work during scheduled shifts. As a result, Plaintiff and other aggrieved
4 employees have been denied the ability to take the meal and rest breaks that they were and
5 are legally entitled to take.

6 6. Moreover, Defendants have uniformly failed to pay Plaintiff and other
7 aggrieved employees proper overtime wages due the fact that they improperly calculate the
8 regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and
9 other non-exempt employees perform as a direct consequence of Defendants' understaffing
10 and imposition of an unreasonable workload.

11 7. This case involves all non-exempt employees of Defendants who have
12 worked for Defendants in the State of California during the applicable limitations period
13 ("Statute of Limitations Period"). Hereinafter, these employees are referred to as
14 "Aggrieved Employees."

15 8. Plaintiffs seek to recover penalties for the Labor and Workforce
16 Development Agency ("LWDA"), on behalf of themselves and all other similarly situated
17 Aggrieved Employees under the Private Attorneys General Act ("PAGA") as a result of
18 Defendants' systematic violations of the law.

19 **JURISDICTION AND VENUE**

20 9. The Superior Court of the State of California has jurisdiction in this matter
21 because Plaintiff is a citizen and resident of the State of California, and Defendants are
22 citizens and residents of, and/or regularly conduct business in, the State of California.

23 10. Venue is proper in this judicial district and the County of Los Angeles,
24 California because Plaintiff resides in the County of Los Angeles and Defendants'
25 violation of the California Labor Code occurred in the County of Los Angeles and many of
26 Defendants unlawful actions and omissions, as set alleged herein, occurred in the County
27 of Los Angeles.

28 11. Defendants employed Plaintiff and other aggrieved employees within the

1 State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and
2 other aggrieved employees.

3 12. The State of California, County of Los Angeles, has jurisdiction in this
4 matter because the individual claims are under the seventy-five thousand dollar
5 (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00)
6 aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is
7 no federal question at issue as the issues herein are based solely on the California Labor
8 Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of
9 Court. Thus, the State of California, San Bernardino County Superior Court maintains the
10 appropriate jurisdiction to hear this matter.

11 **THE PARTIES**

12 13. During the statute of limitations period, Plaintiff was employed by
13 Defendants and assigned to work in the County of Los Angeles in the state of California.

14 14. Plaintiff is informed and believes, and thereon alleges, that Defendant
15 Fairfax, and at all times relevant hereto was, a company organized and existing under the
16 laws of the State of California and licensed to do business in the State of California during
17 a portion of or all of the Statute of Limitations period.

18 15. Plaintiff is informed and believes, and thereon alleges, that Defendant
19 Benelisha, and at all times relevant hereto was, a company organized and existing under the
20 laws of the State of California and licensed to do business in the State of California during
21 a portion of or all of the Statute of Limitations period.

22 16. The true names and capacities of DOES 1 through 50, inclusive, are unknown
23 to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names.
24 Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a
25 DOE is in some manner highly responsible for the occurrences alleged herein, and that
26 Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were
27 proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the
28 Court to amend this Complaint to allege the true names and capacities of such DOE

1 defendants when ascertained.

2 17. Plaintiff is informed and believes, and based thereon alleges, that each
3 Defendant acted in all respects pertinent to this action as the agent of the other Defendants,
4 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the
5 acts of each Defendant are legally attributable to the other Defendants. Furthermore,
6 Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the
7 other aggrieved employees.

8 18. Plaintiff is informed and believes, and based thereon alleges, that each
9 Defendant acted in all respects as the agent, servant, partner, joint venture, integrated
10 enterprise, employee, proxy. Managing agent, and/or principal of the co-Defendants, and in
11 performing the acts mentioned below was acting, at least in part, within the course and scope
12 of that authority as such agent, proxy, servant, partner, joint venture, employee, managing
13 agent, and/or principal with the permission and consent of the above co-Defendants.
14 Plaintiff also alleges that the acts of each Defendant are legally attributable to the other
15 Defendants.

16 19. Plaintiff is informed and believes, and based thereon alleges, that each of the
17 Defendants sued herein was, at all relevant times, the employer, owner, shareholder,
18 principal, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the
19 remaining Defendants, and was acting, at least in part, within the course and scope of such
20 employment and agency, with the express and implied permission, consent and knowledge,
21 approval and/or ratification of the other Defendants. The above co-Defendants, managing
22 agents, and supervisors, aided, abetted, condoned, permitted, approved, authorized, and/or
23 ratified the unlawful acts described herein.

24 20. As a direct and proximate result of the unlawful actions of Defendants,
25 Plaintiff and the other aggrieved employees have suffered and continue to suffer penalties in
26 amounts as yet unascertained but subject to proof at trial and within the jurisdiction of this
27 Court.

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1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 21. Pursuant to the California Private Attorneys General Act of 2004
3 (“PAGA”), California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of
4 himself and all other aggrieved employees, e.g., current and former non-exempt employees
5 of Defendants who are California citizens and performed work for Defendants in the State
6 of California at any time within the period beginning one (1) year prior to the filing of the
7 Complaint in this action, or as otherwise permitted under PAGA, and ending at the time
8 this action settles or proceeds to final judgment (“statute of limitations period”).

9 22. On March 13, 2024, Plaintiff gave written notice by certified mail pursuant
10 to California Labor Code § 2699.3, to the California Labor and Workforce Development
11 Agency (“LWDA”) and Defendants, of the specific provisions of the California Labor
12 Code and IWC Wage Order alleged to have been violated, including the facts and theories
13 to support the alleged violations. Plaintiff has not received any response from the LWDA.
14 As Plaintiff has waited more than sixty-five (65) days from postmark date of his written
15 notice before filing this action, Plaintiff has complied with all of the requirements set forth
16 in California Labor Code § 2699.3 to commence a representative action under PAGA.

17 **FACTUAL ALLEGATIONS**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

20 23. During the statute of limitations period, as part of Defendants’ illegal
21 policies and practices to minimize labor costs and maximize corporate profits, Defendants
22 have required, permitted or otherwise suffered Plaintiff and aggrieved employees to
23 perform work during their meal periods, to completely skip their meal periods, to take late
24 and short meal periods, and Defendants have otherwise failed to provide the required meal
25 periods to Plaintiff and aggrieved employees as required under California Labor Code §§
26 226.7, 512, 558 and § 11 of the applicable IWC Order.

27 24. Defendants have implemented several practices that have caused Plaintiff
28 and aggrieved employees to systematically miss and otherwise take non-compliant meal

1 periods. Defendants systematically understaff their locations such that its non-exempt
2 employees are given so much work to complete that they regularly miss or take non-
3 compliant meal periods. As a direct consequence of this understaffing, Plaintiff and
4 aggrieved employees have so much work to complete within their scheduled shifts while
5 taking care of the customers of Defendants, that Plaintiff and aggrieved employees are
6 forced to skip their meal periods altogether, to take them after working longer than five (5)
7 hours, to perform work during their meal periods, or return to work after taking less than a
8 thirty (30) minute meal period. Defendants also did not properly notify their non-exempt
9 employees of their rights under California law to take timely, uninterrupted meal periods
10 (including the right to second meal periods during shifts of longer than ten (10) hours), and
11 thus, aggrieved employees like Plaintiff were left in the dark as to when or for how long
12 they could take their meal periods.

13 25. There are also frequently occasions when Plaintiff and aggrieved employees
14 need to perform other duties, such as taking care of customers, immediately before the time
15 during which they are legally entitled to take a meal period. Pursuant to Defendants'
16 policies, Plaintiff and aggrieved employees cannot simply drop their job duties to take a
17 meal period. Consequently, Plaintiff and aggrieved employees regularly miss meal periods,
18 take late meal periods, return early from meal periods, and even clock out for meal periods
19 but continue working.

20 26. Despite the foregoing, Defendants have implemented a policy and practice
21 of actively discouraging the issuance of meal period premium payments, and in the
22 process, Defendants have also violated California Labor Code §§ 226.7, § 11 of the
23 applicable IWC Wage Order, and the California Unfair Competition Law, California
24 Business & Professions Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and
25 aggrieved employees who were not authorized and permitted to take a complete, timely,
26 uninterrupted meal period, one additional hour of compensation at the proper regular rate
27 of pay for each workday that such a meal period was not authorized or permitted.

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1 **Failure to Provide Required Rest Breaks**

2 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

3 27. During the statute of limitations period, as part of Defendants' illegal
4 policies and practices to minimize labor costs and maximize corporate profits, Defendants
5 have failed to authorize and permit Plaintiff and other aggrieved employees to take rest
6 breaks as required under California Labor Code §§ 226.7 and 512, and § 12 of the
7 applicable IWC Order.

8 28. The same common policies and practices that deprive Plaintiff and other
9 aggrieved employees from taking their meal periods, as alleged herein, similarly deprive
10 them of their ability to take their first and second and third rest breaks. As alleged herein,
11 Defendants understaff their locations which created so much work for Plaintiff and other
12 aggrieved employees that they are frequently unable to take rest breaks.

13 29. Defendants also violated California Labor Code § 226.7, § 12 of the
14 applicable IWC Order, and the California Unfair Competition Law, California Business &
15 Professions Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved
16 employees who were not provided with a rest break, in accordance with the applicable
17 wage order, one additional hour of compensation at the proper regular rate of pay for each
18 workday that a rest break was not provided.

19 **Failure to Pay Overtime Wages**

20 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

21 30. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable
22 IWC Order, Defendants are required to compensate Plaintiff and other aggrieved
23 employees for all overtime, which is calculated at one and one-half (1 ½) times the regular
24 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours
25 per week, and for the first eight (8) hours on the seventh consecutive workday, with double
26 time for all hours worked in excess of twelve (12) hours in any workday and for all hours
27 worked in excess of eight (8) hours on the seventh consecutive day of work in any
28 workweek.

1 31. Plaintiff and other aggrieved employees are current and former non-exempt
2 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of
3 the applicable IWC Order. During the statute of limitations period, Defendants have failed
4 to compensate Plaintiff and other aggrieved employees for all overtime hours worked as
5 required under the foregoing provisions of the California Labor Code and IWC Wage
6 Order by, among other methods: failing to pay overtime at one and one-half (1 ½) or
7 double the regular rate of pay as provided by California Labor Code §§ 510, 1194 and § 3
8 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
9 aggrieved employees to work off-the-clock, and to work through meal periods and rest
10 breaks, but not compensating them for this time, improperly calculating the regular rate of
11 pay based on shift differential and other remuneration, and other methods to be discovered.

12 32. In a short-sighted attempt to maximize profits, Defendants understaff the
13 locations of their services. Not only has this practice resulted in widespread missed meal
14 periods and rest breaks, but it has also caused Plaintiff and other aggrieved employees to
15 perform work while off-the-clock. Defendants have actual or constructive knowledge of
16 this off-the-clock work and subtly condones it. Plaintiff and other aggrieved employees
17 were required to use their own phones to track rest breaks and meal periods on a phone
18 app, but the apps were not used correctly as Plaintiff and other aggrieved employees were
19 required to take care of customers at all times, as they must be pursuant to Defendants'
20 requirements. Defendants know that Plaintiff and other aggrieved employees perform this
21 work off-the-clock work.

22 33. Defendants have knowingly and willfully refused to perform its obligations
23 to compensate Plaintiff and other aggrieved employees for all wages earned and all hours
24 worked in violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the
25 applicable IWC Order.

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1 the normal work period shall be paid no later than the payday of the next regular payroll
2 period.

3 38. During the statute of limitations period, Defendants have knowingly and
4 willfully failed to timely pay Plaintiff and other aggrieved employees all the wages for labor
5 performed by the next regular payroll period as required by California Labor Code § 204,
6 including but not limited to, compensation for missed meal periods and rest breaks, proper
7 overtime wages due to an unlawful calculation of the regular rate of pay, and for work
8 performed off-the-clock.

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Lab. Code §§ 201 - 203]**

11 39. Pursuant to California Labor Code § 201, 202 and 203, Defendants are
12 required to pay all earned and unpaid wages to an employee who is discharged. California
13 Labor Code § 201 mandates that if an employer discharges an employee, the employee's
14 wages accrued and unpaid at the time of discharge are due and payable immediately.

15 40. Furthermore, pursuant to California Labor Code § 202, Defendants are
16 required to pay all accrued wages due to an employee no later than 72 hours after the
17 employee quits his or her employment, unless the employee provided 72 hours previous
18 notice of his or her intention to quit, in which case the employee is entitled to his or her
19 wages at the time of quitting.

20 41. California Labor Code § 203 provides that if an employer willfully fails to
21 pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee
22 who is discharged or who quits, the employer is liable for waiting time penalties in the
23 form of continued compensation to the employee at the same rate for up to 30 workdays.

24 42. During the statute of limitations period, Defendants have willfully failed to
25 pay accrued wages and other compensation to Plaintiff and other aggrieved employees in
26 accordance with California Labor Code §§ 201 and 202. Defendants do not have a
27 sufficient policy to provide Plaintiff and other aggrieved employees with their final
28 paychecks within the timeframes required under California law. In addition, because

Defendants have failed and continue to fail to properly compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]

43. During the statute of limitations period, Defendants have routinely failed to provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements. Defendants' pay stubs violate California Labor Code § 226. Derivatively, Defendants were and are not providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but intentionally fails to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant meal periods or rest breaks, applicable rate of pay for sick leave, the regular rate of pay for sick leave, and other California Labor Code violations yet to be discovered.

44. In order to conceal its wage theft, Defendants knowingly and intentionally failed to provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in accordance with California Labor Code § 226(a) and § 7 of the applicable IWC Order.

45. Plaintiff and other aggrieved employees suffered injury as a result of Defendants' failure to provide timely and accurate itemized wage statements prevented them from discovering the scope and extent of Defendants' violations of California wage and hour laws, prevented them from being able to determine the gross wages earned, the total hours worked, all deductions made, the net wages earned, the legal name and address of the employers, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, the accurate rate of pay, available supplemental Covid-19 sick leave and amount taken, and other violations yet to be discovered.

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1 **Failure to Maintain Required Records**

2 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage**
3 **Order]**

4 46. During the statute of limitations period, as part of Defendants’ illegal
5 payroll policies and practices to deprive Plaintiff and other aggrieved employees of all
6 wages earned and due, Defendants knowingly and intentionally failed to maintain records
7 as required under California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable
8 IWC Order, including but not limited to the following records: total daily hours worked by
9 each employee; applicable rates of pay; all deductions; meal periods; time records showing
10 when each employee begins and ends each work period; and accurate itemized statements.
11 Defendants had knowledge that they were not providing their non-exempt employees with
12 proper meal and rest periods, but knowingly failed to include in the wage statements one
13 (1) extra hour of compensation for each missed meal and rest period. Defendants also
14 illegally and inaccurately recorded the time in which Plaintiff and other aggrieved
15 employees worked. Defendants have also failed to maintain accurate, itemized wage
16 statements, and other violations of the California Labor Code which have not been
17 discovered.

18 **Failure to Indemnify Employees for Necessary Expenditures**

19 **Incurred in Discharge of Duties**

20 **[Cal. Lab. Code § 2802]**

21 47. California Labor Code § 2802(a) requires an employer to indemnify an
22 employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties, or of his or her obedience to the
24 directions of the employer.

25 48. During the Statute of Limitations period, and in violation of California
26 Labor Code § 2802, Defendant failed to indemnify Plaintiff and other aggrieved employees
27 for all business expenses and/or losses incurred in direct consequence of the discharge of
28 their duties, including but not limited to, expenses for their uniforms and uniform

1 maintenance. Plaintiff and other aggrieved employees were required to use their personal
2 cellular phones for work related purposes without receiving reimbursement from
3 Defendants.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **[Cal. Lab. Code § 2698 *et seq.*]**

7 **(On Behalf of Plaintiff against Defendant)**

8 49. Plaintiff incorporates herein by specific reference, as though fully set forth,
9 the allegations in paragraphs 1 through 48.

10 50. Plaintiff is an “aggrieved employee” within the meaning of California
11 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of
12 herself and other current and former non-exempt employees of Defendants pursuant to the
13 procedures specified in Labor Code § 2699.3, because Plaintiff was employed by
14 Defendants and one or more of the alleged California Labor Code violations was
15 committed against Plaintiff during the statute of limitations period.

16 51. Plaintiff seeks to recover civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009)
18 46 Cal.4th 969. Thus, class certification is not required.

19 52. A plaintiff has standing to represent all aggrieved employees for all of her
20 asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas*
21 *Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a
22 plaintiff need only have been employed by the violator and affected by ‘one or more’ of
23 the alleged violations. (Sec. 2699, subds. (a), (c)).). Here, Plaintiff was not provided with a
24 legally compliant wage statement pursuant to California Labor Code §226 since the legal
25 name and address of the employer was not provided on Defendants wage statements,
26 Plaintiff was not provided with the meal periods and rest period and other California Labor
27 Code violations as alleged herein.

28 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to

1 recover civil penalties from Defendants in a representative action for the violations set
2 forth above, including but not limited to violations of California Labor Code §§ 201, 202,
3 203, 226(a), 226.7, 248.2, 248.6, 510, 512, 1174(d), 1194, 1197, ad 1198.

4 54. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil
5 penalties for Defendants' violations of California Labor Code provisions for which a civil
6 penalty is specifically provided, including but not limited to, the following:

- 7 a. Pursuant to California Labor Code § 210, for violations of California
8 Labor Code § 204, Defendants are subject to a civil penalty in the
9 amount of one hundred dollars (\$100) for the initial violation for
10 each failure to pay each employee, and two hundred dollars (\$200)
11 per employee for violations in subsequent pay periods.
- 12 b. Pursuant to California Labor Code § 226.3, for violations of
13 California Labor Code § 226(a), Defendants are subject to a civil
14 penalty in the amount of two hundred and fifty dollars (\$250) per
15 aggrieved employee for the initial pay period where a violation
16 occurs and one thousand dollars (\$1,000) per aggrieved employee
17 for violations in subsequent pay periods.
- 18 c. Pursuant to California Labor Code § 1174.5, for violations of
19 California Labor Code § 1174(d), Defendants are subject to a civil
20 penalty of five hundred dollars (\$500).
- 21 d. Pursuant to California Labor Code § 1197.1, an employers who pays
22 or causes to be paid to any employee a wage less than the minimum
23 fixed by an order of the commission, shall be subject to a civil
24 penalty as follows: for any initial violation that is intentionally
25 committed, one hundred dollars (\$100) for each underpaid employee
26 for each pay period for which the employee is underpaid; and for
27 each subsequent violation of the same offense, two hundred fifty
28 dollars (\$250) for each underpaid employee for each pay period for

1 which the employee is underpaid regardless of whether the initial
2 violation was intentionally committed.

3 58. California Labor Code § 2699(f) provides that for all California Labor Code
4 violations for which a civil penalty is not specifically provided, the following civil
5 penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay
6 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
7 per pay period for each subsequent violation.

8 59. Plaintiff seeks to recover such civil penalties under California Labor Code §
9 2699(f) for Defendants' violations of California Labor Code provisions for which a civil
10 penalty is not specifically provided, including but not limited to, California Labor Code §§
11 201, 202, 203, 226.7, 1194, 1197, and 1198.

12 60. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to
13 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

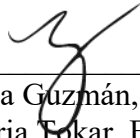
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved
16 employees, prays for relief against Defendants, as follows:

- 17 1. For civil penalties according to proof;
18 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
19 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
20 providing for attorneys' fees and costs; and
21 3. For such further relief that the Court may deem just and proper.

22 Dated: May 24, 2023

**SALUSKY LAW GROUP
GUZMÁN & TOKAR LLP**

23 By: 
24 Marcia Guzmán, Esq.
25 Victoria Tokar, Esq.
26 Anna R. Salusky, Esq.

27
28 Attorneys for Plaintiff and the Aggrieved Employees