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Superior Court of CA,
County of Santa Clara
24CV439149
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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JUSTIN BUI, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

THE RANCH STEAKHOUSE AND SALOON,
INC., a California corporation; RGB SYSTEMS,
INC., a California corporation; and DOES 1
through 50, inclusive,

Case No. **24CV439149**

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Justin Bui (“Plaintiff”) hereby submits this Representative Action Complaint against
2 Defendants The Ranch Steakhouse and Saloon, Inc. and RGB Systems, Inc. (collectively,
3 “Defendants”), and Does 1 through 50, on behalf of himself and all aggrieved employees of Defendants,
4 for penalties for violations of the California Labor Code as follows:

5 INTRODUCTION

6 1. This representative action is within the Court’s jurisdiction under California Labor Code
7 sections 201, 202, 203, 226(a), 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*

8 2. This Complaint challenges systemic illegal employment practices resulting in violations
9 of the California Labor Code against individuals who worked for Defendants.

10 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly and
11 severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights
12 of all employees by: (a) failing to pay for all hours worked due to the unlawful rounding of employee
13 time, in violation of Labor Code sections 510, 558, 1194, 1197 and 1197.1; (b) failing to provide
14 accurate, itemized wage statements, in violation of Labor Code section 226(a); and (c) failing to pay all
15 wages to employees upon separation of employment, as a result of the underpayment of wages due to
16 Defendants’ unlawful rounding policy, in violation of Labor Code sections 201, 202, and 203.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
18 engaged in, among other things a system of willful violations of the California Labor Code, by creating
19 and maintaining policies, practices, and customs that knowingly deny employees the above stated rights
20 and benefits.

21 JURISDICTION AND VENUE

22 5. The Court has jurisdiction over the violations of the California Labor Code sections 201,
23 202, 203, 226(a), 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable Wage Orders.

24 6. Venue is proper in Santa Clara County because the Aggrieved Employees worked and
25 suffered violations of the Labor Code in San Jose, California.

26 PARTIES

27 7. Plaintiff was employed by Defendants as a senior maintenance technician during the
28 approximate period of June 29, 2023 to September 28, 2023. For the duration of his employment,

1 Plaintiff worked as an hourly, non-exempt employee.

2 8. Plaintiff is informed and believes and based thereon alleges that Defendant The Ranch
3 Steakhouse and Saloon, Inc. is a California corporation doing business in the State of California,
4 including in Santa Clara County.

5 9. Plaintiff is informed and believes and based thereon alleges that Defendant RGB
6 Systems, Inc. is a California corporation doing business in the State of California, including in Santa
7 Clara County.

8 10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
9 mentioned Does 1 through 50, are and were corporations, business entities, individuals, and
10 partnerships, licensed to do business and actually doing business in the State of California. As such and
11 based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to
12 the California Labor Code, and the IWC Wage Orders.

13 11. Plaintiff does not know the true names or capacities, whether individual, partner or
14 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
15 defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint
16 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
17 alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein
18 and proximately caused Plaintiff and Aggrieved Employees to be subject to the illegal employment
19 practices, wrongs and injuries complained of herein.

20 12. At all times herein mentioned, each of said Defendants participated in the doing of the
21 acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and
22 each of them, were the agents, servants, and employees of each of the other defendants, as well as the
23 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of
24 said agency and employment.

25 13. Plaintiff is informed and believes, and based thereon alleges, that at all times material
26 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of,
27 or working in concert with each of the other co-Defendants and was acting within the course and scope
28 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and

omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

14. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

17. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from March 13, 2023 through the present, for Defendants' violations of Labor Code sections 201, 202, 203, 226(a), 510, 558, 1194, 1197, and 1197.1, arising from Defendants' policy and practice of: (a) failing to pay for all hours worked due to the unlawful rounding of employee time; (b) failing to provide accurate, itemized wage statements; and (c) failing to pay all wages to employees upon separation of employment, as a result of the underpayment of wages due to Defendants' unlawful rounding policy.

18. As a pattern and practice, Defendants suffered and permitted Plaintiff and Aggrieved Employees to work without payment of wages for all hours worked in a workday and workweek. Specifically, as a pattern and practice, Defendants round employees' work hours and did not pay for every minute that employees worked. Defendants utilize an electronic timekeeping system that captures the exact time of punch entries. However, for the purpose of paying wages, Defendants round each punch to

1 the nearest quarter-hour. As a result, Defendants failed to pay for every minute that Plaintiff and
2 Aggrieved Employees worked. Plaintiff and the Aggrieved Employees are owed unpaid minimum and
3 overtime wages.

4 19. Due to Defendants' unlawful rounding practices, Defendants failed to pay Plaintiff and
5 other separated Aggrieved Employees all earned wages upon termination of employment. Additionally,
6 as a result of the unlawful rounding practices, the wage statements issued to Plaintiff and Aggrieved
7 Employees identified incorrect hours worked, wage rates and net and gross wages earned, in violation of
8 Labor Code section 226(a).

9 20. As a separate violation of Labor Code section 226(a), the wage statements provided to
10 Plaintiff and Aggrieved Employees failed to identify the name and address of the legal entity that is the
11 employer, in violation of Labor Code section 226(a)(8). More specifically, at various points during the
12 relevant time period, the wage statements identified two different entities as the employer. This practice
13 precluded Plaintiff and Aggrieved Employees from being able to accurately identify the actual legal
14 entity that is the employer.

15 21. On or about March 13, 2024, Plaintiff sent written notice to the California Labor &
16 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections 201,
17 202, 203, 226(a), 510, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. In addition to the LWDA,
18 Plaintiff also sent his notice to Defendants via certified mail pursuant to Labor Code section 2699.3.

19 22. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's
20 written notice nor indicated that it intends to investigate the Labor Code violations provided for in the
21 written notice.

22 23. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all
23 applicable civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226(a), 510,
24 558, 1194, 1197, and 1197.1 for the time period described above, on behalf of himself and other
25 Aggrieved Employees.

26 **PRAYER FOR RELIEF**

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

1. Upon the First Cause of Action, for the full amount of penalties pursuant to California Labor Code sections 226(a), 510, 558, 1194, 1197, 1197.1 and 2698, *et seq.*, and for costs and attorneys' fees;
2. For such other and further relief that the Court may deem just and proper.

DATED: May 17, 2024

DIVERSITY LAW GROUP, P.C.

By: _____

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Attorneys for Plaintiff and the Aggrieved Employees