

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Mason Doidge (SBN 352604)
m.doidge@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff ARIANNA FELIX,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ARIANNA FELIX, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

KERN COUNTY ASSOCIATES, LP dba
GOLDEN WEST CASINO, a California
limited partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-24-103620

CLASS ACTION

Assigned for All Purposes To:
Hon. Thomas S. Clark
Dept.: 17

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
7. Violation of Labor Code § 221;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ARIANNA FELIX, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants KERN COUNTY
8 ASSOCIATES, LP dba GOLDEN WEST CASINO, a California limited partnership; and DOES 1
9 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges
10 that Defendants, and each of them, violated various provisions of the California Labor Code,
11 relevant orders of the Industrial Welfare Commission (IWC) and California Business &
12 Professions Code, and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Kern County, and in other nonexempt positions, throughout California
17 and, and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control while off the clock for meal breaks. Defendants thus
26 failed to pay Plaintiff and the Class members for all hours worked and provided them with
27 inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful
28 pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest

1 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
2 duty-free meal and rest periods as required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff ARIANNA FELIX has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California.

8 B. The Defendants

9 5. Defendant KERN COUNTY ASSOCIATES, LP dba GOLDEN WEST CASINO is
10 a California limited partnership with its principle executive offices in Bakersfield, California and
11 has been listed as the employer on Plaintiff's paystubs during the relevant time period. KERN
12 COUNTY ASSOCIATES, LP dba GOLDEN WEST CASINO lists a California address in
13 Bakersfield, California with the California Secretary of State, and employs Class members in Kern
14 County, including at Defendants' offices and facilities in Bakersfield, California, and throughout
15 California and conducts business throughout California.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
22 this Complaint to reflect the true names and capacities of the Defendants designated herein as
23 Does 1 through 50 when their identities become known.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
26 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
27 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
28 all respects as the employers or joint employers of Employees. Defendants, and each of them,

1 exercised control over the wages, hours or working conditions of Employees, or suffered or
2 permitted Employees to work, or engaged, thereby creating a common law employment
3 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
4 employed Employees.

5 **JURISDICTION AND VENUE**

6 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
7 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
8 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
9 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
10 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
11 obligations and liabilities giving rise to this lawsuit occurred at least in part in Kern County and
12 Defendants maintain and operate company offices and facilities in Kern County, and employ
13 Plaintiff and other Class members in Kern County and throughout California.

14 **FACTUAL BACKGROUND**

15 9. The Employees who comprise the Class and Collective, including Plaintiff, are
16 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
17 Employees who work in nonexempt positions at the direction of Defendants in the State of
18 California. Plaintiff and the Class members were either not paid by Defendants for all hours
19 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
20 Plaintiff and Employees were not paid for the time that they worked during their meal periods
21 while off the clock. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class
22 members all wages due and owing, failed to provide meal and rest breaks, and failed to furnish
23 accurate wage statements, all in violation of various provisions of the California Labor Code and
24 applicable Wage Orders.

25 10. During the course of Plaintiff and the Class members' employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.

1 11. Throughout the course of Plaintiff and the Class members' employment with
2 Defendants, they were required to work during their meal and rest breaks which were not
3 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
4 members were also not paid regular wages and overtime for the time they were required to
5 comply with other requirements imposed upon them, which they had to complete while working
6 through their meal and rest breaks and without compensation. As a result, Plaintiff and the Class
7 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
8 but they were not paid at the appropriate overtime rate for all such hours, including by being
9 required to perform work duties and tasks without pay and while off-the-clock. As a result,
10 Plaintiff and the Class members worked substantial overtime hours during their employment with
11 Defendants for which they were not compensated, in violation of the California Labor Code,
12 applicable IWC Wage Orders.

13 12. As a result of the above described demands and pressures to work through breaks,
14 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
15 were not properly paid for all wages earned and for all wages owed to them by Defendants,
16 including when working more than eight (8) hours in any given day and/or more than forty (40)
17 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
18 Class members incurred overtime hours worked for which they were not adequately and
19 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
20 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
21 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
22 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
23 Labor Code, applicable IWC Wage Orders.

24 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked and failing to pay minimum wage for all time worked as required
27 by California Law.

28 14. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 15. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
7 continuing to the present, Employees received gratuities in the form of tips as part of their wages.
8 However, Defendants' agents would take all or a significant portion of the tips earned by
9 Employees despite Defendants' agents not contributing to the patron's service. As a result,
10 Plaintiff and the Class members were not paid for all their tips and gratuities in violation of Labor
11 Code § 351.

12 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
14 hours without providing them with timely, uninterrupted meal periods of not less than thirty (30)
15 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
16 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
17 wages at each Employee's effective regular rate of pay, for each meal period that Defendants
18 failed to provide or deficiently provided. In addition, meal periods were on-duty due to
19 Defendants' policy and practice of requiring Employees to keep their radios on during meal
20 breaks.

21 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants have failed to provide Employees with paid, uninterrupted rest breaks of not
23 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
24 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
25 provided or were deficiently provided at one hour of wages at each Employee's effective regular
26 rate of pay, for each rest period that Defendants failed to provide or deficiently provided. In
27 addition, Employees were not permitted to leave the premises during rest breaks and therefore
28 Defendants failed to relieve Employees of all work duties and employer control during rest

1 periods.

2 18. From at least four (4) years prior to the filing of this lawsuit, and continuing to the
3 present, Defendants have consistently failed to provide Employees with timely, accurate, and
4 itemized wage statements as required by California wage-and-hour laws. Specifically, the wage
5 statements given to Employees by Defendants failed to accurately account for wages, overtime,
6 and premium pay for deficient meal periods and rest breaks all of which Defendants knew or
7 reasonably should have known were owed to Employees, as alleged hereinabove. Therefore,
8 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
9 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each such rate in violation of Labor Code
11 § 226(a)(9). The wage statements provided to Employees were confusing and required Employees
12 to engage in discovery and refer to outside sources to verify whether their pay was correct,
13 potentially resulting in a miscalculation by the Employees.

14 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
15 continuing to the present, Defendants have consistently failed to provide Employees with timely,
16 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

17 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
18 continuing to the present, Defendants have consistently failed to keep accurate time and wage
19 records as required by California wage-and-hour laws.

20 21. Additionally, from at least four (4) years prior to filing of this lawsuit and
21 continuing to the present, Defendants have unlawfully collected/received wages from Employees
22 in violation of Labor Code § 221.

23 22. Additionally, from at least four (4) years prior to filing of this lawsuit and
24 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
25 and owed to Employees at the time of their termination or within seventy-two (72) hours of their
26 resignation, as required by California wage-and-hour laws.

27 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
28 Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5,

1 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

2 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
3 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
4 enjoyed from their violations of Labor Code.

5 **CLASS ALLEGATIONS**

6 25. Plaintiff brings this class action on behalf of herself and all others similarly situated
7 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
8 all individuals employed by Defendants within the State of California at any time within four (4)
9 years of the filing of this lawsuit.

10 26. Further, Plaintiff seeks to represent the following Subclasses composed of and
11 defined as follows:

12 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
13 compensated for all hours worked for Defendants at the applicable minimum wage.

14 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
15 compensated for all hours worked for Defendants at the required rates of pay, including for all
16 hours worked in excess of eight in a day and/or forty in a week.

17 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
19 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

20 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
21 Defendants' policy and/or practice of failing to authorize and permit Employees to take
22 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
23 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

24 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
25 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
26 by California wage-and-hour laws.

27 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
28 applicable limitations period, were not provided with accurate itemized wage statements.

1 g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members
2 who were subject to Defendants' policy and/or practice of automatically deducting wages from
3 Employee's pay checks.

4 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
9 result of Defendants' business acts and practices, to the extent such acts and practices are found to
10 be unlawful, deceptive, and/or unfair.

11 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
12 modify the class description with greater particularity or further division into subclasses or
13 limitation to particular issues.

14 28. This action has been brought and may properly be maintained as a class action
15 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
16 of interest in litigation and proposed class is easily ascertainable.

17 **A. Numerosity**

18 29. The potential members of the class as defined are so numerous that joinder of all
19 the member of the class is impracticable. While the precise number of class members has not been
20 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
21 time period relevant to this lawsuit, employed more than 100 individuals within the State of
22 California.

23 30. Accounting for employee turnover during the relevant time period increases this
24 number substantially. Plaintiff alleges that Defendants' employment records will provide
25 information as to the number and location of all class members.

26 **B. Commonality**

27 31. There are questions of law and fact common to the class that predominate over any
28 questions affecting only individual class members. These common questions of law and fact

1 include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor
- 5 Code § 510;
- 6 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
- 7 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
- 8 premium pay in lieu thereof;
- 9 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
- 10 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 11 in lieu thereof;
- 12 h. Whether Defendants violated Labor Code § 226(a);
- 13 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 14 j. Whether Defendants violated Labor Code § 221 by automatically
- 15 deducting/collecting wages from Employees;
- 16 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 17 wages and compensation due and owing at the time of termination of employment;
- 18 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*;
- 19 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 20 n. Whether Employees are entitled to equitable relief pursuant to Business and
- 21 Professions Code § 17200 *et seq.*

22 **C. Typicality**

23 32. The claims of the named plaintiff are typical of those of the other Employees.

24 Employees all sustained injuries and damages arising out of and caused by Defendants' common
25 course of conduct in violation of statutes, as well as regulations that have the force and effect of
26 law, as alleged herein.

27 **D. Adequacy of Representation**

28 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

35. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks for which Employees were denied, as also addressed herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the

1 minimum wage to be paid to employees, and the payment of a less
2 wage than the minimum so fixed is unlawful.

3 39. The applicable minimum wages fixed by the commission for work during the
4 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
5 therefore entitled to double the minimum wage during the relevant period.

6 40. The minimum wage provisions of California Labor Code are enforceable by private
7 civil action pursuant to California Labor Code § 1194(a) which states:

8 Notwithstanding any agreement to work for a lesser wage, any
9 employee receiving less than the legal minimum wage or the legal
10 overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of this
12 minimum wage or overtime compensation, including interest
13 thereon, reasonable attorney's fees and costs of suit.

14 s
15 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
16 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

17 42. California Labor Code § 1194.2 also provides for the following remedies:

18 In any action under Section 1194 . . . to recover wages because of
19 the payment of a wage less than the minimum wages fixed by an
20 order of the commission, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 43. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
27 (including double minimum wages), liquidated damages in an amount equal to the minimum
28 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
to California Labor Code § 1194(a).

29 **SECOND CAUSE OF ACTION**

30 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

31 **(Against All Defendants)**

32 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
33 full herein.

46. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working during meal periods. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

47. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

48. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

51. Employees regularly worked shifts greater than five (5) hours and greater than ten

1 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
2 more than five (5) hours without providing him or her with a meal period of not less than thirty
3 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
4 meal period of not less than thirty (30) minutes.

5 52. Defendants failed to provide Employees with compliant meal periods as required
6 under the Labor Code. Employees were required to work through their meal periods which they
7 were denied. Employees were also required to take meal periods after working well beyond the
8 five (5) hour shifts or were interrupted. Defendants also had a policy and/or practice whereby,
9 Employees were required to keep their radios on during meal breaks resulting in on-duty meal
10 breaks. Furthermore, Employees were regularly required to work for more than 10 hours in a
11 given shift without receiving a second uninterrupted thirty (30) minute meal period as required by
12 law.

13 53. Moreover, Defendants failed to compensate Employees for each meal period not
14 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
15 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
16 employee a meal period in accordance with this section, the employer shall pay the employee one
17 hour of pay at the employee's regular rate of compensation for each workday that the meal period
18 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
19 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
20 and 20 of the applicable IWC Wage Order.

21 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
22 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
23 period not provided or deficiently provided, a sum to be proven at trial.

24 **FOURTH CAUSE OF ACTION**

25 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 56. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
2 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
3 not less than ten (10) minutes for each consecutive four (4) hour shift.

4 57. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
5 not less than ten (10) minutes for each consecutive four (4) hour shift. Additionally, Defendants
6 did not allow Employees to leave the Defendants' location during rest breaks and therefore failed
7 to relieve Employees of all work duties and employer control during rest periods.

8 58. Moreover, Defendants failed to compensate Employees for each rest period not
9 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
10 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
11 accordance with this section, the employer shall pay the employee one hour of pay at the
12 employee's regular rate of compensation for each workday that the rest period is not provided.
13 Defendants failed to compensate the Employees in the Class for each rest period not provided or
14 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
15 Order.

16 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
17 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
18 worked without the required rest breaks, a sum to be proven at trial.

19 **FIFTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 226(a)**
21 **(Against All Defendants)**

22 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 61. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings,
26 total hours worked, and the corresponding number of hours worked at each hourly rate; these
27 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
28 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these

1 statements may be given to the employee separately from the payment of wages; in either case the
2 employer must give the employee these statements twice a month or each time wages are paid.

3 62. Defendants failed to provide Employees with accurate itemized wage statements in
4 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
5 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
6 periods and rest breaks, all of which Defendants knew or reasonably should have known were
7 owed to Employees, as alleged hereinabove. Moreover, Employees' wage statements did not
8 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
9 forth all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements
11 provided to Employees were confusing and required Employees to engage in discovery and refer
12 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
13 by the Employees.

14 63. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
15 Employees suffered injuries, including among other things confusion over whether they received
16 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
17 forcing them to make mathematical computations to analyze whether the wages paid in fact
18 compensated them correctly for all hours worked.

19 64. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
20 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
22 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
23 award of costs and reasonable attorneys' fees.

24 65. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
25 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
26 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
27 employee for each pay period.

28 66. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and

1 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
2 shown according to proof.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
5 **AND 1174.5**

6 **(Against All Defendants)**

7 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 68. California Labor Code § 1174 requires that all employers shall keep accurate time
10 and wage records for all employees. California Labor Code § 1174.5 further requires that any
11 employee suffering injury due to a willful violation of the aforementioned obligations may seek
12 damages, including civil penalties, from the employer.

13 69. During the course of Plaintiff's and Employees' employment, Defendants
14 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
15 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
16 overtime, and premium pay as discussed above.

17 70. Accordingly, Defendants are liable for civil penalties pursuant to the California
18 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 221**

21 **(Against All Defendants)**

22 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 72. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
25 receive from an employee any part of wages theretofore paid by said employer to said
26 employee."

27 73. Defendants unlawfully received and/or collected wages from Employees.
28 Employees received gratuities in the form of tips as part of their wages. However, Defendants'

agents would take all or a significant portion of the tips earned by Employees despite Defendants' agents not contributing to the patron's service.

74. As a direct and proximate cause of the unauthorized deductions, Employees have been damages, in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

77. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

78. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

81. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the

1 meaning of Code of Civil Procedure § 1021.5.

2 82. Plaintiff is a “person” within the meaning of Business & Professions Code
3 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
4 relief, restitution, and other appropriate equitable relief.

5 83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
6 business practices.

7 84. Wage-and-hour laws express fundamental public policies. Paying employees their
8 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
9 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
10 to enforce minimum labor standards, to ensure that employees are not required or permitted to
11 work under substandard and unlawful conditions, and to protect law-abiding employers and their
12 employees from competitors who lower costs to themselves by failing to comply with minimum
13 labor standards.

14 85. Defendants have violated statutes and public policies. Through the conduct alleged
15 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
16 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
17 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
18 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
19 privileges guaranteed to all employees under the law.

20 86. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
21 violation of the Business & Professions Code § 17200 *et seq.*

22 87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
23 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
24 care should have known that their conduct was unlawful; therefore their conduct violates the
25 Business & Professions Code § 17200 *et seq.*

26 88. As a proximate result of the above-mentioned acts of Defendants, Employees have
27 been damaged, in a sum to be proven at trial.

28 89. Unless restrained by this Court, Defendants will continue to engage in such

1 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
2 should make such orders or judgments, including the appointment of a receiver, as may be
3 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
4 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
5 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
6 have unlawfully failed to pay.

7 **TENTH CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

9 **(Against All Defendants)**

10 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 91. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
13 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed by the
14 alleged violators, Defendants.

15 92. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
16 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
17 penalty provisions, without limitation, based on the following California Labor Code sections:
18 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
19 1185, 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

20 93. The penalties shall be allocated as follows: 65% to the Labor and Workforce
21 Development Agency (LWDA) and 35% to the affected employee.

22 94. Employees also seek any and all penalties and remedies set forth in Labor Code §
23 558, which states:

24 (a) Any employer or other person acting on behalf of an employer who violates,
25 or causes to be violated, a section of this chapter or any provision regulating hours
26 and days of work in any order of the Industrial Welfare Commission shall be subject
27 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
28 underpaid employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
to the affected employee.

1
2
3 (b) If upon inspection or investigation the Labor Commissioner determines that
4 a person had paid or caused to be paid a wage for overtime work in violation of any
5 provision of this chapter, or any provision regulating hours and days of work in any
6 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
7 citation. The procedures for issuing, contesting, and enforcing judgments for
8 citations or civil penalties issued by the Labor Commissioner for a violation of this
9 chapter shall be the same as those set out in Section 1197.1.

10 (c) The civil penalties provided for in this section are in addition to any other
11 civil or criminal penalty provided by law.

12 95. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
15 for each violation in a subsequent citation, for which the employer fails to provide the employee a
16 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
17 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

18 96. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
19 LWDA and Defendants postmarked on June 21, 2024. The LWDA has not provided notice of its
20 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
21 letters.

22 **RELIEF REQUESTED**

23 WHEREFORE, Plaintiff prays for the following relief:

- 24 1. For an order certifying this action as a class action;
- 25 2. For compensatory damages in the amount of the unpaid minimum wages for work
26 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
27 the filing of this action, as may be proven;
- 28 3. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees
for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 5. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided and where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

8 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
9 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

10 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 10. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

13 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

14 12. For restitution and/or damages for all amounts unlawfully withheld from the wages
15 for all class members in violation of Labor Code § 221, as may be proven;

16 13. For an order enjoining Defendants and their agents, servants, and employees, and
17 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
18 duties adumbrated in this Complaint;

19 14. For all general, special, and incidental damages as may be proven;

20 15. For an award of pre-judgment and post-judgment interest;

21 16. For an award providing for the payment of the costs of this suit;

22 17. For an award of attorneys' fees; and

23 18. For such other and further relief as this Court may deem proper and just.

24 DATED: March 25, 2025

D.LAW, INC.

25
26 By 

David Yerenian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff ARIANNA FELIX
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: March 25, 2025

D.LAW, INC.

By



David Yerebian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff ARIANNA FELIX
and the putative class