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Attorneys for Plaintiff EXIQUIO BARRAZA,
on behalf of himself and others similarly situated

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

EXIQUIO BARRAZA, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

GLOBAL CC GROUP INC. dba
YOSHIHARU RAMEN, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CVRI2403792

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept.: 1

**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. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 221;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff EXIQUIO BARRAZA, (hereinafter “Plaintiff”) on behalf of himself and all
2 others 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 himself 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 GLOBAL CC
8 GROUP INC. dba YOSHIHARU RAMEN, a California corporation; and DOES 1 through 50 (all
9 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 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 Riverside County, and in other nonexempt positions, throughout
17 California and, and consistently worked at Defendants’ behest without being paid all wages due.
18 More 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 before and after being on the clock for their daily work
26 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and
27 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
28 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class

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

3 THE PARTIES

4 A. The Plaintiff

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

8 B. The Defendants

9 5. Defendant GLOBAL CC GROUP INC. dba YOSHIHARU RAMEN is a California
10 corporation with its principle executive offices in Buena Park, California and has been listed as the
11 employer on Plaintiff's paystubs during the relevant time period. GLOBAL CC GROUP INC. dba
12 YOSHIHARU RAMEN lists a California address in Buena Park, California with the California
13 Secretary of State, and employs Class members in Riverside County, including at Defendants'
14 offices and facilities in Eastvale, California, and throughout California and conducts business
15 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 Riverside County
12 and Defendants maintain and operate company offices and facilities in Riverside County, and
13 employ Plaintiff and other Class members in Riverside 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 “pre-shift” by waiting for the
21 store to be unlocked, disarming the security alarm, turning on the timekeeping system, and waiting
22 in line for three to five minutes to clock-in and “post-shift” by completing closing procedures,
23 including turning the security alarm on and locking the store. Plaintiff and Employees were also
24 not paid for the time they spent answering work-related phone calls and text messages while off-
25 the-clock. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all
26 wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage
27 statements, all in violation of various provisions of the California Labor Code and applicable
28 Wage Orders.

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

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

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

27 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants had a consistent policy or practice of failing to pay

1 Employees for all hours worked and failing to pay minimum wage for all time worked as required
2 by California Law.

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

9 15. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants had mandatory tip pooling whereby servers received fifty
11 percent of tips, cooks received forty percent, and the back of house received ten percent. The tips
12 were further split into how many hours Plaintiff and the Class members worked. However,
13 Defendants would take money from the tip pool to make up for short registers. As a result,
14 Plaintiff and the Class members were not paid for all their tips and gratuities in violation of Labor
15 Code § 351.

16 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
18 hours without providing them with timely, uninterrupted meal periods of not less than thirty (30)
19 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
20 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
21 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
22 failed to provide or deficiently provided. Defendants also had a policy and/or practice whereby,
23 Employees would have to clock out for meal breaks and continue working while off the clock.

24 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have failed to provide Employees with paid, uninterrupted rest breaks of not
26 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
27 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
28 provided or were deficiently provided at one hour of wages at each Employee’s effective regular

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

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. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
19 performance of their job duties for Defendants including, but not limited to the cost of personal
20 cell phone usage and kitchen tools, including knives and aprons, which were necessary to perform
21 their duties under Defendants' employ in violation of Labor Code § 2802.

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

25 22. Additionally, from at least one (1) year prior to the filing of this lawsuit and
26 continuing to the present, Defendants failed to pay Plaintiff and Employees within seven calendar
27 days from the end of the pay period, as required by California wage-and-hour laws.

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

continuing to the present, Defendants have unlawfully collected/received wages from Employees in violation of Labor Code § 221.

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

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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

CLASS ALLEGATIONS

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

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

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

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

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

d. Subclass 4. Rest Break Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

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

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

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

h. Subclass 8. Failure to Timely Pay Wages Subclass. All Class Members who were subject to Defendants' policy and/or practice of not timely paying all wages earned when they were due and payable within seven calendar days from the end of the pay period.

i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of automatically deducting wages from Employee's pay checks.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

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

30. This action has been brought and may properly be maintained as a class action

under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

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

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

B. Commonality

33. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business

expenses;

- k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- l. Whether Defendants violated Labor Code § 221 by automatically deducting/collecting wages from Employees;
- m. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

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

D. Adequacy of Representation

35. 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

36. 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.

37. 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)

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

39. 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, and working “pre-shift by waiting for the store to be unlocked, disarming the security alarm, turning on the timekeeping system, and waiting in line for three to five minutes to clock-in and “post-shift” by completing closing procedures, including turning the security alarm on and locking the store. Plaintiff and Employees were also not paid for the time they spent answering work-related phone calls and text messages while off-the-clock. Additionally, Defendants had a policy of failing to pay Employees for hours worked during alleged meal periods 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.

40. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

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

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

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

9 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
10 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

11 44. California Labor Code § 1194.2 also provides for the following remedies:

12 In any action under Section 1194 . . . to recover wages because of
13 the payment of a wage less than the minimum wages fixed by an
14 order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

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

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

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

 48. 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

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including time off the clock working “pre-shift”
5 by waiting for the store to be unlocked, disarming the security alarm, turning on the timekeeping
6 system, and waiting in line for three to five minutes to clock-in and “post-shift” by completing
7 closing procedures, including turning the security alarm on and locking the store. Plaintiff and
8 Employees were also not paid for the time they spent answering work-related phone calls and
9 text messages while off-the-clock. Employees regularly worked over 8 hours on a given day
10 without receiving overtime compensation.

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

17 50. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

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

23 **THIRD CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

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

28 53. 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 54. 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 would have to clock out for meal breaks and continue working while off the clock.
10 Furthermore, Employees were regularly required to work for more than 10 hours in a given shift
11 without receiving a second uninterrupted thirty (30) minute meal period as required by law.

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

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

23 **FOURTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the

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

3 59. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

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

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

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

18 **IN VIOLATION OF LABOR CODE § 2802**

19 **(Against All Defendants)**

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

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

25 64. Employees incurred necessary expenditures in the performance of their job duties
26 for Defendants, namely the cost of cellphone usage and kitchen tools, including knives and aprons,
27 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
28 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to

1 reimburse Employees for these necessarily incurred business expenses.

2 65. As a result of the unlawful acts of Defendants, Employees have been deprived of
3 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
4 plus interest and penalties thereon, attorneys' fees, and costs.

5 **SIXTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 226(a)**
7 **(Against All Defendants)**

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

10 67. California Labor Code § 226(a) requires an employer to furnish each of his or her
11 employees with an accurate, itemized statement in writing showing the gross and net earnings,
12 total hours worked, and the corresponding number of hours worked at each hourly rate; these
13 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
14 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
15 statements may be given to the employee separately from the payment of wages; in either case the
16 employer must give the employee these statements twice a month or each time wages are paid.

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

28 69. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),

1 Employees suffered injuries, including among other things confusion over whether they received
2 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
3 forcing them to make mathematical computations to analyze whether the wages paid in fact
4 compensated them correctly for all hours worked.

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

10 71. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
11 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
12 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
13 employee for each pay period.

14 72. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
15 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
16 shown according to proof.

17 **SEVENTH CAUSE OF ACTION**
18 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
19 **AND 1174.5**
20 **(Against All Defendants)**

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

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

27 75. During the course of Plaintiff's and Employees' employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as

1 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
2 overtime, and premium pay as discussed above.

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

5 **EIGHTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 204**
7 **(Against All Defendants)**

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

10 78. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
11 employment are due and payable twice during each calendar month, on days designated in
12 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
13 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
14 during which the labor was performed, and labor performed between the 16th and the last day,
15 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
16 month.” Additionally, “[t]he requirements of this section shall be deemed satisfied by the payment
17 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
18 calendar days following the close of the payroll period.” Defendants maintained a consistently
19 applied policy and practice of not paying all wages earned between the 1st and 15th days of a
20 month between the 16th and 26th day and failed to pay all wages earned between the 16th and the
21 last day of the month between the 1st and 10th day of the following month. This included failing to
22 pay all wages due and owing to Plaintiffs and the Class members for all hours they worked, and by
23 failing to pay all tips and gratuities owed to Plaintiffs and the Class members timely during the
24 pay period in which they were earned. Defendants similarly failed to pay all wages earned by not
25 more than seven calendar days following the close of the payroll period.

26 79. All wages due and owing to Plaintiff and the Class Members, including as required
27 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail
28 above. Additionally, wages required by Labor Code § 1194 and other sections became due and

1 payable to each Class Member in each pay period that he or she was not provided with a meal
2 period or rest period or paid straight or overtime wages or commissions to which he or she was
3 entitled.

4 80. Defendants thus violated Labor Code § 204 by systematically refusing to pay
5 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
6 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
7 payday for the period involved, not less than the applicable minimum wage for all hours worked in
8 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
9 hours than those fixed by the order or under conditions of labor prohibited by the order is
10 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
11 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
12 penalties under paragraph 20 of the applicable IWC Wage Orders.

13 81. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
14 represent they have been deprived of wages in amounts to be determined at trial, and they are
15 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
16 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
17 applicable IWC Wage Orders.

18 **NINTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 221**
20 **(Against All Defendants)**

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

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

26 84. Defendants unlawfully received and/or collected wages from employees by
27 implementing a policy of automatically deducting 30 minutes worth of vested wages, from
28 Employees, for alleged meal periods which they were consistently denied, as well as by

1 understating the hours worked by Employees as alleged above. Additionally, Defendants had
2 mandatory tip pooling whereby servers received fifty percent of tips, cooks received forty percent,
3 and the back of house received ten percent. The tips were further split into how many hours
4 Plaintiff and the Class members worked. However, Defendants unlawfully deducted tips and
5 gratuities from Plaintiff and Class members to make up for short registers.

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

8 **TENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 203**
10 **(Against All Defendants)**

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

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

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

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

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

23 **ELEVENTH CAUSE OF ACTION**
24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
25 **(Against All Defendants)**

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

28 92. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim

1 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
2 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
3 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
4 meaning of Code of Civil Procedure § 1021.5.

5 93. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
7 relief, restitution, and other appropriate equitable relief.

8 94. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
9 business practices.

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

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

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

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

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

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

TWELFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

(Against All Defendants)

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

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

103. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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

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

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial

violation, fifty dollars (\$50) for each 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.

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

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

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
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;

1 4. For compensatory damages in the amount of the hourly wage made by Employees
2 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
3 years prior to the filing of this action, as may be proven;

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

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

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

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

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

13 10. For restitution for unfair competition pursuant to Business & Professions Code
14 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

15 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
16 for all class members in violation of Labor Code § 204, as may be proven;

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

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

20 14. For compensatory damages in the amount of all previously unreimbursed business
21 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
22 from four (4) years prior to the original filing of this action, as may be proven;

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

26 16. For all general, special, and incidental damages as may be proven;

27 17. For an award of pre-judgment and post-judgment interest;

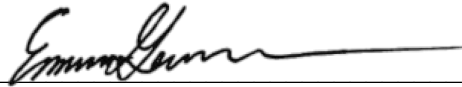
28 18. For an award providing for the payment of the costs of this suit;

1 19. For an award of attorneys' fees; and

2 20. For such other and further relief as this Court may deem proper and just.

3
4 DATED: August 26, 2024

D.LAW, INC.

5
6 By 

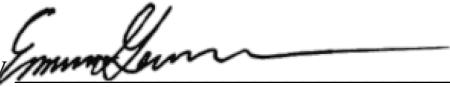
7 David Yeremian
8 Roman Shkodnik
9 Emma Geesaman
10 Attorneys for Plaintiff
11 EXIQUIO BARRAZA
12 and the putative class

DEMAND FOR JURY TRIAL

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

DATED: August 26, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
EXIQUIO BARRAZA
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Haewon Kim
haewonkimlaw@gmail.com
LAW OFFICES OF HAEWON KIM
 3580 Wilshire Blvd., Suite 1275
 Los Angeles, CA 90010

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on August 26, 2024, at Glendale, California.

Natalia Bermudes