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ERIK FRANCO,  
and all putative class members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA**

ERIK FRANCO, an individual, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

SBR9, L.P., DBA RARE SOCIETY, a  
California Limited Partnership, and DOES 1-  
50, inclusive,

Defendant.

Case No.: 24CV04218

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- 1. Failure to Pay all Hours Worked,  
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice  
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Provide Rest Breaks**
- 5. Failure to Provide Uninterrupted  
Meal Breaks**
- 6. Failure to Reimburse for Required  
Business Expenses**
- 7. Failure to Pay Wages Due Upon  
Termination**
- 8. Failure to Provide Accurate Itemized  
Wage Statements & Violation of  
Record Keeping Requirements**
- 9. Unlawful Business Practices Bus &  
Prof. Code §17200**
- 10. Private Attorneys General Act  
Penalties (Lab. Code §2699)**

**JURY TRIAL DEMANDED**

1 Plaintiff ERIK FRANCO, individually, and on behalf of all others similarly situated, all  
2 aggrieved employees, and as a Private Attorney General for the State of California (collectively  
3 “Plaintiff”), alleges as follows:

#### 4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-  
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff  
7 brings this employment class and representative action complaint on behalf of himself, and all  
8 others similarly situated, all aggrieved employees, and as a Private Attorney General for the State  
9 of California against SBR9, L.P., DBA RARE SOCIETY, and DOES 1-50, inclusive, (hereafter  
10 collectively “Defendant” or “Defendants”).

11 2. Defendant SBR9, L.P., DBA RARE SOCIETY is a California Limited Partnership that  
12 operates restaurants in California. Plaintiff ERIK FRANCO worked as a Server for Defendant in  
13 its Santa Barbara, California location during the Class Period, as an hourly, non-exempt employee.  
14 Plaintiff and the proposed class earn at or near minimum wage.

15 3. As described further below, Defendant has violated the California Labor Code by: (1)  
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 210,  
17 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay all wages  
18 owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5, 226, 558, 1194,  
19 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide rest breaks (§226, 226.7, 512, 558, 1198);  
20 (5) failing to provide uninterrupted meal breaks (§226, 226.7, 512, 558, 1198); (6) failing to  
21 reimburse for required business expenses (§1198, 2802); (7) failing to pay wages due upon  
22 termination (§201, 202, 203, 256); (8) failing to provide accurate itemized wage statements and  
23 violating record keeping requirements (§226, 1174, 1174.5); (9) unlawful and unfair business  
24 practices (Bus. & Prof. Code §17200, *et. seq.*), and (10) penalties under the Private Attorneys  
25 General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code  
26 §2698 et seq.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)  
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures provided for under California law, Plaintiff, on behalf of himself, aggrieved employees proposed Class Members (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*

5. The "Class Period" is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: requiring employees to work off the clock, late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

8. Defendant, by and through their actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

## THE PARTIES



1           15. The California Superior Court has jurisdiction in this matter because Plaintiff is a  
2 resident of California and Defendant is incorporated in and/or qualified to do business in California  
3 and regularly conduct business in California. Further, there is no federal question at issue as the  
4 claims herein are based solely on California law.

5                           **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

6           16. During the Class Period and PAGA, Defendant committed certain violations of the  
7 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more  
8 detail. Defendant from time to time has enforced multiple policies that violate state law which are  
9 intended to increase its own profits to the detriment of its employees.

10           17. Plaintiff, aggrieved employees and the putative class are employees of Defendant  
11 working in or for their restaurant.

12           18. Defendant failed (1) to pay for all hours worked, including overtime hours worked  
13 (§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198);  
14 (2) to pay all wages owed twice per month (§204, 210); (3) to pay minimum wage (§200, 218.5,  
15 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) to provide rest breaks (§226, 226.7, 512,  
16 558, 1198); (5) to provide uninterrupted meal breaks (§226, 226.7, 512, 558, 1198); (6) to reimburse  
17 for required business expenses (§1198, 2802); (7) to pay wages due upon termination (§201, 202,  
18 203, 256); (8) to provide accurate itemized wage statements and violating record keeping  
19 requirements (§226, 1174, 1174.5). These practices also constitute unlawful and unfair business  
20 practices. These policies and practices have deprived Plaintiffs, Class Members, and Aggrieved  
21 Employees of payment for all hours worked, and further damages, as set forth below, and render  
22 Defendants liable for damages, including penalties under PAGA.

23           19. Failure to pay for all hours worked, including overtime. Defendant failed to  
24 consistently pay for overtime hours worked. Plaintiff, Class Members and aggrieved employees  
25 were required to report to work up to 30 minutes before their shift start times to assist in setting up  
26 the restaurant. This work was performed off the clock. Plaintiff, Class Members and aggrieved  
27 employees were permitted to clock in at their shift start time, after already working for up to 30  
28

minutes unpaid. Plaintiff, Class Members and aggrieved employees were also interrupted with work during unpaid meal periods because Defendant did not provide employees with a breakroom.

20. Failing to pay all wages owed twice per month. Defendant from time to time failed to pay all wages owed twice per month.

21. Failing to pay minimum wage. Defendant also from time to time failed to pay minimum wage due to their practices.

22. Rest Breaks. Defendant from time to time failed to maintain a policy and practice that provides its employees with off-duty rest periods as required by California law.

23. Meal Breaks. Defendant from time to time failed to maintain a policy and practice that provides its employees with timely meal breaks as required by California law.

24. Business Expenses. Defendant from time to time failed to reimburse for required business expenses. Plaintiff, Class Members and aggrieved employees were required to periodically purchase bottle openers, lighters, apparel, pads and pens, and other items necessary to effectively perform their jobs. Defendant failed to consistently reimburse employees for these necessary business expenses.

25. Failing to pay wages due upon termination. Defendant from time to time failed to pay all wages due upon termination.

26. Wage Statements. Defendant from time to time further failed to provide timely, accurate, itemized wage statements to employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

27. Unfair Business Practices. Based upon the above allegations, Defendant engaged in unfair competition.

28. Plaintiff brings this action on behalf of himself, and all other persons similarly situated, to recover from Defendant for failure to comply with California wage and hour laws, and for claims under Business and Professions Code § 17200.

29. This action has been brought and may properly be maintained as a class and representative action pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is ascertainable and there is a well-defined community of interest. Plaintiff is among

1 in excess of 50 employees who have been similarly injured by Defendant's unlawful employment  
2 policies and practices.

3 30. The "Relevant Time Period" or proposed "Class Period" as defined herein commences  
4 four years prior to the date of filing this Complaint.

5 31. The "PAGA Period" is defined herein commences one year prior to the date of filing  
6 the PAGA Notice letter with the LWDA.

7 32. The PAGA Class, also referred to herein as "aggrieved employees": "All current and  
8 former hourly, non-exempt employees of Defendants in California, at any time from one year  
9 prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."  
10 Plaintiffs reserve the right to amend or modify the definition of aggrieved employees with respect  
11 to the issues or in any other way.

12 33. Plaintiff brings this action on his behalf and as a class and representative action under  
13 Cal. Code of Civil Procedure §382 on behalf of the following defined groups:

14 34. Proposed Class: "All persons who are employed or have been employed by Defendant  
15 in the State of California as hourly, non-exempt workers during the Class Period."

16 35. Proposed Sub-classes:

- 17 A. All persons who are employed or have been employed by Defendant in the State  
18 of California as hourly, non-exempt workers during the period of the relevant  
19 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 20 B. All persons who are employed or have been employed by Defendant in the State  
21 of California as hourly, non-exempt workers during the period of the relevant  
22 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 23 C. All persons who are employed or have been employed by Defendant in the State  
24 of California as hourly, non-exempt workers during the period of the relevant  
25 statute of limitations, who worked one or more shifts in excess of eight (8)  
26 hours.
- 27 D. All persons who are employed or have been employed by Defendant in the State  
28 of California as hourly, non-exempt workers during the period of the relevant

1 statute of limitations, who worked one or more shifts in excess of three and one-  
2 half hours (3 ½), but less than or equal to six (6) hours.

3 E. All persons who are employed or have been employed by Defendant in the State  
4 of California as hourly, non-exempt workers during the period of the relevant  
5 statute of limitations, who worked one or more shifts in excess of six (6) hours,  
6 but less than or equal to ten (10) hours.

7 F. All persons who are employed or have been employed by Defendant in the State  
8 of California as hourly, non-exempt workers during the period of the relevant  
9 statute of limitations, who separated their employment from Defendant.

10 G. All persons who are employed or have been employed by Defendant in the State  
11 of California as hourly, non-exempt workers during the period of the relevant  
12 statute of limitations, who received pay for one or more pay periods.

13 36. This action is brought, and may properly be maintained, as a class action under CCP  
14 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor  
15 Code §2699 because there is a well-defined community of interest in the litigation, and the  
16 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

17 37. Numerosity: The Proposed Class is so numerous that joinder of all members is  
18 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant  
19 time period, Defendant employed over 50 putative Class Members who are geographically  
20 dispersed and who satisfy the definition of the proposed Class. As such, a class and representative  
21 action is the only available method for the fair and efficient adjudication of this controversy.  
22 Membership in the Proposed Class can be easily ascertained by an examination and analysis of  
23 employee and payroll records, among other records within Defendant’s possession and control.

24 38. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,  
25 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,  
26 and procedures described above. The Plaintiff’s position at the company was typical of those of  
27 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because  
28 each have sustained damages arising out of and caused by Defendant’s common course of conduct,

1 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the  
2 Class.

3 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of  
4 the Class. Plaintiff has retained counsel competent and experienced in complex class and  
5 representative actions and California labor and employment litigation.

6 40. Commonality: Common questions of law and fact exist, including but not limited to  
7 the following:

- 8 i. Whether Defendant violated wage and hour laws by failing to pay overtime  
9 wages;
- 10 ii. Whether Defendant violated wage and hour laws by requiring employees to  
11 work off the clock;
- 12 iii. Whether Defendant violated wage and hour laws by failing to pay all wages  
13 owed twice per month;
- 14 iv. Whether Defendant violated wage and hour laws by failing to pay minimum  
15 wage;
- 16 v. Whether Defendant violated wage and hour laws by failing to provide timely  
17 meal breaks;
- 18 vi. Whether Defendant's policy and practice concerning meal breaks was  
19 unlawful;
- 20 vii. Whether Defendant violated wage and hour laws by failing to provide rest  
21 breaks;
- 22 viii. Whether Defendant's policy and practice concerning rest breaks was  
23 unlawful;
- 24 ix. Whether Defendant violated wage and hour laws by failing to reimburse for  
25 required business expenses;
- 26 x. Whether Defendant violated wage and hour laws by failing to pay all wages  
27 owed upon termination;
- 28

- xi. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xii. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xiii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiv. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xv. Whether Defendant's conduct was willful and reckless;
- xvi. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvii. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

41. Superiority: A class and representative action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

43. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

### FIRST CAUSE OF ACTION

## FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198.

(Plaintiff Against All Defendants)

44. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

45. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198.

46. The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” Defendant has from time to time been engaged in many unlawful employment practices which on occasion resulted in underpayment for hours worked each pay period.

47. Plaintiff, Class Members and aggrieved employees were frequently required to work off the clock. For example, Plaintiff, Class Members and aggrieved employees were required to report to work up to 30 minutes before their shift start times to assist in setting up the restaurant.

1 This work was performed off the clock. Employees were permitted to clock in at their shift start  
2 time, after already working for up to 30 minutes unpaid. Employees were also interrupted with  
3 work during unpaid meal periods because Defendant did not provide employees with a breakroom.

4 48. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197  
5 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,  
6 226, 558, 1194 and 1194.2, Plaintiff and other Class Members are entitled to recover damages for  
7 the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees,  
8 expenses, and costs of suit.

9  
10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

12 Cal. Lab. Code §§204, 210

13 (Plaintiff Against All Defendants)

14 49. Plaintiff incorporates by reference in this cause of action each allegation of the  
15 preceding paragraphs as though fully set forth herein.

16 50. Defendant's conduct described in this complaint violates the provisions of Labor Code  
17 §§ 204, 210.

18 51. Defendant was required to pay Plaintiff, Class Members and aggrieved employees all  
19 wages earned twice during each calendar month pursuant to Labor Code §204(a). Defendant from  
20 time to time failed to pay all wages earned to employees as a result of the unlawful employment  
21 policies and practices discussed herein. As a result of these practices, Class Members were  
22 underpaid for hours worked, including overtime and penalty wages, and this underpayment  
23 sometimes resulted in a failure to pay all wages owed twice per month. Due to this failure,  
24 Defendant is liable under Labor Code §210 for failure to pay wages as required by law.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGE**

27 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199)

28 (Plaintiff Against All Defendants)

1 52. Plaintiff incorporates by reference in this cause of action each allegation of the  
2 preceding paragraphs as though fully set forth herein.

3 53. Defendant's conduct described in this complaint violates the provisions of Labor Code  
4 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

5 54. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to  
6 suffer or permit a California employee to work without paying wages at the proper minimum wage  
7 for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage  
8 Orders "hours worked" include "the time during which an employee is subject to the control of an  
9 employer, and includes all the time the employee is suffered or permitted to work, whether or not  
10 required to do so."

11 55. During the applicable recovery period, Plaintiff, Class Members and aggrieved  
12 employees from time to time were suffered, permitted, and required to perform work by Defendant  
13 for which they received no pay. The aforementioned acts by Defendant were on certain occasions  
14 undertaken with the intention of depriving Class Members and aggrieved employees of their  
15 earned wages.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST BREAKS**

18 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198

19 **(Plaintiff Against All Defendants)**

20 56. Plaintiff incorporates by reference in this cause of action each allegation of the  
21 preceding paragraphs as though fully set forth herein.

22 57. Defendant's conduct described in this complaint from time to time violates the  
23 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

24 58. Defendant has from time to time failed to maintain a compliant rest period policy and  
25 practice that provides its employees with off-duty rest periods as required by California law.  
26 Plaintiff, Class Members and aggrieved employees frequently missed rest breaks due to inadequate  
27 staffing when the restaurant was busy. Additionally, Defendant failed to provide suitable resting  
28 facilities. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with

1 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities  
2 shall be provided in an area separate from the toilet rooms and shall be available to employees  
3 during work hours.” Defendant failed to provide any suitable resting facilities or break room for  
4 employees. As a result, even on the rare occasions when rest breaks were permitted, employees  
5 did not have a place to go to rest.

6 59. Rest periods were often either less than ten minutes, not provided, interrupted or late,  
7 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as  
8 prescribed by California law because Defendant: (1) did not account for all hours worked that were  
9 unaccounted for on their timecard; (2) did not adequately inform and train employees about their  
10 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately  
11 inform and train employees about when, where and how to take timely and uninterrupted ten-  
12 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and  
13 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting  
14 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest  
15 break policy.

16 60. Defendant did not consistently authorize or permit all of its hourly employees to take  
17 at least a ten-minute timely rest period in which they were relieved of all duties, for every 4 hours  
18 of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage  
19 Orders. When breaks were missed Defendant from time to time failed to pay the 1-hour premium  
20 pay, as required. Because Defendant violated the Wage Order, Defendant is liable to Plaintiff,  
21 Class Members and aggrieved employees under Labor Code §1198.

## 22 **FIFTH CAUSE OF ACTION**

### 23 **FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS**

24 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198.

25 **(Plaintiff Against All Defendants)**

26 61. Plaintiff incorporates by reference in this cause of action each allegation of the  
27 preceding paragraphs as though fully set forth herein.  
28

62. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

63. During Plaintiff's employment, Defendant from time to time failed to maintain a compliant meal period policy and practice. Defendant sometimes failed to provide all of its hourly employees with their right to take a timely off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

64. Plaintiff, Class Members and aggrieved employees on certain occasions experienced late, short, and/or interrupted meal periods, or their meal periods were from time to time missed altogether.

65. Full, uninterrupted, off-duty, thirty-minute meal periods were not consistently provided because Defendant, from time to time: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff, Class Members and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

## SIXTH CAUSE OF ACTION

1                   **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

2                                   Cal. Labor Code §§ 1198, 2802

3                                   (Plaintiff Against All Defendants)

4           66. Plaintiff incorporates by reference in this cause of action each allegation of the  
5 preceding paragraphs as though fully set forth herein.

6           67. Defendant's conduct described in this complaint from time to time violated the  
7 provisions of Labor Code §§ 1198, 2802.

8           68. Labor Code §2802 requires employers to indemnify employees for necessary  
9 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,  
10 Plaintiff, Class Members and aggrieved employees were required to purchase many items  
11 necessary for successful completion of their job, including but not limited to wine openers, lighters,  
12 apparel, pads and pens. Defendant did not provide these items free of charge to employees nor did  
13 Defendant reimburse employees for these necessary business expenses.

14                                   **SEVENTH CAUSE OF ACTION**

15                   **FAILURE TO PAY WAGES DUE UPON TERMINATION**

16                                   Cal. Labor Code §§ 201, 202, 203

17                                   (Plaintiff Against All Defendants)

18           69. Plaintiff incorporates by reference in this cause of action each allegation of the  
19 preceding paragraphs as though fully set forth herein.

20           70. Defendant's conduct described in this complaint from time to time violates the  
21 provisions of Labor Code §§ 201, 202, 203.

22           71. An employee who is discharged must be paid all of his or her wages, including accrued  
23 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set  
24 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to  
25 Plaintiff at the time employment terminated.

26           72. Defendant on certain occasions willfully failed to pay employees who are no longer  
27 employed by it all compensation due upon termination of employment as required by Cal. Lab.  
28

Code §§201 and 202. Plaintiff, Class Members and aggrieved employees are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

### **EIGHTH CAUSE OF ACTION**

#### **PAYSTUB AND RECORD KEEPING VIOLATIONS**

Cal. Labor Code §§ 226, 1174, 1174.5

(Plaintiff Against All Defendants)

73. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

74. Defendant's conduct described in this complaint on certain occasions violates the provisions of Labor Code §§ 226, 1174, 1174.5.

75. Defendant from time to time knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff, Class Members and aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

76. In addition to the facial wage statement violation appearing on certain wage statements, derivative of the claims above, wage statements issued to Plaintiff, Class Members and aggrieved employees have not always accurately reflected actual gross wages earned, including pay for all hours worked, overtime pay, and pay for meal and rest period premium wages.

77. Labor Code §226 (a) requires:

A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and only the last four digits of his or her social security number or an  
2 employee identification number other than a social security number, (8) the  
3 name and address of the legal entity that is the employer and, if the employer is  
4 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name  
5 and address of the legal entity that secured the services of the employer, and (9)  
6 all applicable hourly rates in effect during the pay period and the corresponding  
7 number of hours worked at each hourly rate by the employee...

8 78. Such failures called injury to Plaintiff and others, by, among other things, impeding  
9 them from knowing the true legal name of their employer, the total hours worked, and the amount  
10 of wages to which they are and were entitled. Defendant from time to time knowingly and  
11 intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours  
12 worked.

### 13 **NINTH CAUSE OF ACTION**

#### 14 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

15 California Business and Professions Code section 17200, et seq.

16 **(Plaintiff Against All Defendants)**

17 79. Plaintiff incorporates by reference in this cause of action each allegation of the  
18 preceding paragraphs as though fully set forth herein.

19 80. Defendant on certain occasions knowingly committed, and upon information and belief  
20 continue to commit, ongoing unlawful business practices within the meaning of the UCL,  
21 including, but not limited to unlawful practices as described in the causes of action articulated  
22 above, and hereby incorporated herein.

23 81. Plaintiff lost money and property as a result of Defendant's unlawful business practices  
24 described above.

25 82. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of  
26 money or property acquired by Defendant by means of such unlawful business practices, in  
27 amounts not yet known, but to be ascertained at trial.  
28

1           83. Pursuant to the UCL, Plaintiff, Class Members and aggrieved employees are entitled  
2 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does  
3 not issue enjoining Defendant from engaging in the unlawful business practices described above,  
4 Plaintiff and the general public will be irreparably injured.

5           84. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined  
6 by this Court, will continue to engage in the unlawful business practices described above in  
7 violation of the UCL, in derogation of the rights of Plaintiff, Class Members and aggrieved  
8 employees and of the general public.

9           85. Plaintiff's success in this action will result in the enforcement of important rights  
10 affecting the public interest by conferring a significant benefit upon the general public.

11           86. Defendant's numerous violations of local and California law, as well as the other  
12 statutory and regulatory violations alleged herein, constitute unlawful business actions and  
13 practices in violation of Business and Professions Code § 17200, et seq.

14           87. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, Class Members  
15 and aggrieved employees are entitled to restitution of unpaid wages and penalty pay, among other  
16 relief alleged herein, that were withheld and retained by Defendant during a period that commences  
17 four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction  
18 requiring Defendant to comply with all provisions of California labor law, including properly  
19 paying the lawful rate of pay for all hours worked, providing rest periods to all workers as defined  
20 herein, timely paying due wages upon termination, maintaining accurate wages statements and  
21 payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil  
22 Procedure § 1021.5 and other applicable law, and costs.

23                                   **TENTH CAUSE OF ACTION**

24           **STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,**  
25                                   **LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS**

26           81. Plaintiffs incorporate by reference in this cause of action each allegation of the  
27 preceding paragraphs as though fully set forth herein.  
28

1           82. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an  
2 aggrieved employee, on behalf of themselves and other current or former employees, may recover  
3 penalties under any provision of the Labor Code that provides for civil penalties. These penalties  
4 are in addition to any other relief available under the Labor Code. Plaintiffs are aggrieved  
5 employees under PAGA.

6           83. As set forth above, Defendants have committed numerous violations for which the  
7 Labor Code provides for penalties, including violations of all applicable Labor Code provisions  
8 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned  
9 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before  
10 a penalty may be assessed under §2699(f). Plaintiffs have complied with the procedural  
11 requirements specified in §2699.3 by providing written notice to the Defendants and the Labor &  
12 Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and  
13 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of intent  
14 to investigate the alleged violations was provided within the statutory period. Consequently,  
15 Plaintiffs have exhausted administrative remedies, and on behalf of themselves and all other  
16 aggrieved current and former employees of Defendants. Plaintiffs, therefore, now pursue this cause  
17 of action as permitted by §2698, et seq.

18           84. Enforcement of statutory provisions enacted to protect workers and to ensure proper  
19 and prompt payment of wages due to employees is a fundamental public interest in California.  
20 Consequently, Plaintiffs' success in this action will result in the enforcement of important rights  
21 affecting the public interest and will confer a significant benefit upon the general public. Private  
22 enforcement of the rights enumerated herein is necessary, as no public agency has pursued  
23 enforcement. Plaintiffs have incurring a financial burden in pursuing this action and it would be  
24 against the interests of justice to require payment of attorneys' fees and costs from any recovery  
25 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of  
26 Civil Procedure §1021.5  
27  
28



- 1 B. That the Court determine that this action may be maintained as a PAGA  
2 representative action under Cal. Labor Code. §2698 *et seq.*
- 3 C. Provision of class notice to all members of the Class;
- 4 D. That Defendant is found to have violated the above-referenced provisions of the  
5 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and  
6 aggrieved employees;
- 7 E. For compensatory damages, in an amount according to proof at trial, with  
8 interest thereon;
- 9 F. For compensation for not being paid overtime;
- 10 G. For compensation for not being paid all wages owed twice per month;
- 11 H. For compensation for not being paid minimum wage;
- 12 I. For compensation for not being provided rest breaks;
- 13 J. For compensation for not being provided uninterrupted meal breaks;
- 14 K. For compensation for not being reimbursed for required business expenses;
- 15 L. For compensation for not being paid all wages due upon termination;
- 16 M. For compensation for not being paid penalty and premium wages;
- 17 N. That Defendant's actions are found to be willful and/or in bad faith to the extent  
18 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for  
19 willful failure to pay all compensation owed at the time of separation to  
20 Plaintiff, Class Members and aggrieved employees no longer employed by  
21 Defendant;
- 22 O. That Plaintiff, Class Members and aggrieved employees receive penalties for  
23 Defendant's violation of §226 and 1174 of the California Labor Code for willful  
24 failure to provide and maintain the required accurate and itemized wage  
25 statements;
- 26 P. That Plaintiff, Class Members and aggrieved employees receive an award in the  
27 amount of unpaid wages owed, including interest thereon, and penalties as  
28

provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;

Q. That Plaintiff, Class Members and aggrieved employees receive damages pursuant to §§248.5 in addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;

R. That Defendant be ordered to pay restitution to Plaintiff, Class Members and aggrieved employees for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

S. That Plaintiff, Class Members and aggrieved employees receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

T. That the Court award penalties pursuant to Labor Code §2698 *et seq.*;

U. That the Court issue declaratory relief that Defendant's challenged policies are unlawful; and

V. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: October 3, 2024

KOUL LAW FIRM



BY: Nazo Koulloukian, Esq.

Attorneys for Plaintiff ERIK FRANCO and putative class members

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DATED: October 3, 2024

*[Signature]*

BY: Nazo Koulloukian, Esq.  
Attorneys for Plaintiff ERIK FRANCO and  
putative class members

## **EXHIBIT 1**



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

July 26, 2024

**Via E-filing:**

California Labor & Workforce  
Development Agency  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

**Via Certified U.S. Mail:**

SBR9, L.P., dba Rare Society  
3752 Park Boulevard, Suite 105C  
San Diego, CA 92103-6901

SBR9, L.P., dba Rare Society  
c/o Judi Sanzo  
3755 Avocado Blvd., 521  
La Mesa, CA 91941-7301

Re: PAGA Notice Pursuant to California Labor Code §2699  
Claimants: Erik Franco  
Employer: SBR9, L.P., dba Rare Society

Dear Sir or Madam:

Claimant and aggrieved employee Erik Franco has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent him, and all other aggrieved employees in California, for wage and hour claims against his former employer, SBR9, L.P., dba Rare Society (hereafter referred to as “Employer”). Employer hired, assigned, and paid Claimant to work as a Server at its Rare Society restaurant location in Santa Barbara, CA, during the statutory period.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimants to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5,

additional code sections cited below herein, and all applicable Wage Orders.

**Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.”

Claimant and aggrieved employees were required to work off the clock. For example, Claimant and aggrieved employees were required to report to work up to 30 minutes before their shift start times to assist in setting up the restaurant. This work was performed off the clock. Employees were permitted to clock in at their shift start time, after already working for up to 30 minutes unpaid. Employees were also interrupted with work during unpaid meal periods because Employer did not provide employees with a breakroom.

As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

**Failure to Pay All Wages Owed Twice Per Month**

Cal. Lab. Code §§204, 210, and 2698 *et seq.*

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

**Failure to Pay Minimum Wage**

Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

During the applicable recovery period, Aggrieved Employees were suffered, permitted, and required to perform work by Employer for which they received no pay, resulting in a failure to pay at least minimum wage for all hours worked.

The aforementioned acts by Employer were undertaken with the intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

### **Failure to Provide Rest Breaks**

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Claimant reports that he and his coworkers frequently missed rest breaks due to inadequate staffing when the restaurant was busy. Additionally, Employer failed to provide suitable resting facilities. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.” Employer failed to provide any suitable resting facilities or break room for employees. As a result, even on the rare occasions when rest breaks were permitted, employees did not have a place to go to rest.

Rest periods were often either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

### **Failure to Provide Uninterrupted Meal Breaks**

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant’s employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not

employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees sometimes missed meal periods and often received late, short, and interrupted meal periods, especially during busy timeframes and seasons. Claimant explains that meal periods were late and short almost daily.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

### **Failure to Reimburse for Required Business Expenses**

Cal. Labor Code §§1198, 2802, 2699 *et seq.*

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties.

Claimant and aggrieved employees are required to purchase many items necessary for successful completion of their job, including wine openers, lighters, apparel, pads and pens. Employer did not provide these items free of charge to employees nor did Employer reimburse employees for these necessary business expenses.

### **Failure to Pay Wages Due Upon Termination**

Cal. Lab. Code §§201, 202, 203 and 2698 *et seq.*

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

In addition to underpaid wages derivative of the claims above, Employer failed to pay vacation pay and floating holiday pay upon termination.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimants and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

### **Failure to Provide Safe Working Conditions – Excessive Heat**

Cal. Labor Code §1198, Wage Order

Employer's workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot workspaces, and despite their complaints, Employer failed and refused to install proper climate control to maintain a safe indoor working environment.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

### **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual total hours worked, gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages,

or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

### **Conclusion**

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue the claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.  
Attorney for Claimant

**PROOF OF SERVICE**

**Case No. 24CV04218**

***Franco v. SBR9, L.P. dba Rare Society***

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On October 3, 2024, I served the foregoing document described as:

**FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

  X  

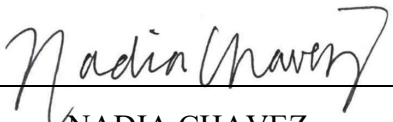
**BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [   ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [   ] as stated on the attached service list:

Sonia J. Taylor  
**GORDON REES SCULLY MANSUKHANI**  
633 W. 5<sup>th</sup> Street, 52<sup>nd</sup> Floor  
Los Angeles, CA 90071  
staylor@grsm.com  
efacundo@grsm.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 3, 2024, in Los Angeles, California.

  
\_\_\_\_\_  
NADIA CHAVEZ