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Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Joshua Romero, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

Lawry's Restaurants, Inc., a California
corporation; **Ryan Wilson**, an
individual; and **Does 1-100**;

Defendants.

CASE NO. **24STCV16395**

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Wages;**
- 3) Failure to Provide Meal Periods
or Premium Pay in Lieu Thereof;**
- 4) Failure to Provide Rest Periods or
Premium Pay in Lieu Thereof;**
- 5) Unlawful Deductions from
Wages;**
- 6) Failure to Provide and Maintain
Accurate Records;**
- 7) Failure to Pay Wages When Due
During Employment and at
Separation;**
- 8) Violation of California's Unfair
Competition Law**

Jury Trial Requested

1 Plaintiff Joshua Romero (“Plaintiff”), on behalf of himself and all other similarly
2 situated current and former employees (“Class Members”), by and through his counsel of
3 record, alleges as follows against Lawry’s Restaurants, Inc., Ryan Wilson, and DOES 1-100
4 (collectively, “Defendants”):

5 **PARTIES**

6 1. Plaintiff **Joshua Romero** is a resident of Beverly Hills, County of Los
7 Angeles, California. Plaintiff was as an hourly, non-exempt employee of Defendants
8 working as a bartender from approximately February 21, 2024 to February 26, 2024.
9 Plaintiff Joshua Romero was subject to the policies and practices described in this
10 Complaint at all times during his employment with Defendants.

11 2. Defendant **Lawry’s Restaurants, Inc.** is a California corporation and in
12 the business of steakhouse restaurants. On information and belief, Lawry’s Restaurants,
13 Inc. has employed at least 50 hourly, non-exempt employees in a variety of capacities
14 through the four years leading to this Complaint within the state of California. Lawry’s
15 Restaurants, Inc. is a California stock corporation with its principal place of business at 100
16 North La Cienega Boulevard, Beverly Hills, CA 90211.

17 3. Defendant **Ryan Wilson** is the Chief Executive Officer and Chief Financial
18 Officer of Lawry’s Restaurants, Inc., and on information and belief is a resident of the
19 County of Los Angeles. Upon information and belief, he violated or caused to be violated
20 the regulations and statutes described in greater detail below. Since Ryan Wilson is a
21 managing agent, director, and/or officer of Lawry’s Restaurants, Inc. and because he
22 violated or caused to be violated the statutes at issue in this action, he is personally liable
23 for the Labor Code violations complained of herein per Labor Code § 558.1.

24 4. Plaintiff is not currently aware of the names and true identities of defendants
25 Does 1-100. Plaintiff reserves the right to amend this complaint to allege their true names
26 and capacities when this information is available. Each Doe defendant is responsible for
27 the damages alleged pursuant to each of the causes of action asserted, either through its
28 own conduct, or vicariously through the conduct of others. Further references in this

1 complaint to any named Defendants includes the fictitiously named defendants.

2 5. At all times alleged herein, each Defendant was an agent, servant, joint
3 employer, employee, partner, and/or joint venture of every other Defendant and was acting
4 within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant
5 was ratified by each Defendant.

6 **VENUE AND JURISDICTION**

7 6. The court has jurisdiction over all causes of action in this complaint pursuant
8 to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff
9 relies solely on California statutes and law, including the Labor Code and Business &
10 Professions Code. Because Defendants conduct substantial business in Los Angeles County,
11 Defendants are within the jurisdiction of the court for service of process. Moreover,
12 Business & Professions Code § 17204 provides that any person acting on their own behalf
13 may bring an action in any court of competent jurisdiction.

14 7. Venue as to Defendants is proper in this Superior Court pursuant to
15 California Code of Civil Procedure § 395. Defendant Lawry's Restaurants, Inc.'s principal
16 place of business is located in Beverly Hills, California in the County of Los Angeles. A
17 substantial amount of the unlawful acts alleged have directly affected Plaintiff, and
18 similarly situated employees, in Los Angeles County, where Plaintiff was employed by
19 Defendants and earned wages at issue in this action. Accordingly, this Court maintains
20 appropriate jurisdiction over this dispute.

21 **CLASS ACTION ALLEGATIONS**

22 8. As a matter of uniform and systemic policy, Defendants failed to authorize
23 and/or permit non-exempt employees the right to take timely, compliant, uninterrupted,
24 and/or duty-free meal and rest breaks pursuant to Labor Code § 226.7 based on, at least,
25 the following uniform policies and practices.

26 9. Defendants interrupted Plaintiff and Class Members during their meal and
27 rest periods to discuss work-related matters and/or instruct them on pending tasks.

28 10. Defendants also cut meal and rest breaks short and/or prohibited employees

1 from taking breaks when workloads were high and/or when locations were understaffed.

2 11. Defendants further implemented a *de facto* on-premises requirement for rest
3 periods by requiring employees to punch out when they left the premises—rendering those
4 rest periods unpaid. This policy caused employees to be forced to take their off-premises
5 breaks without pay or to remain on Defendants' premises during their rest periods in
6 violation of Labor Code § 226.7.

7 12. In failing to authorize and/or permit timely and/or uninterrupted meal and
8 rest periods, Defendants have also implemented a uniform policy of denying compensation
9 in lieu of meal and rest periods to its non-exempt employees. Defendants denied
10 compensation in lieu of meal and rest periods, including premium wages owed,
11 notwithstanding their actual knowledge that such employees were uniformly denied
12 compliant meal and rest periods.

13 13. By requiring employees to work during their meal periods but preventing
14 them from recording that time, Plaintiff and Class Members were forced to work off the
15 clock and deprived of owed straight-time wages. Additionally, as some or all Class Members
16 worked shifts of at least 8 hours, weeks of at least 40 hours, some or all of this time was
17 required to be paid at overtime rates..

18 14. Accordingly, Plaintiff brings this action on behalf of himself and as a class
19 action on behalf of the following defined Class:

20 15. **Non-Exempt Employee Class:**

21 *All non-exempt, hourly employees who worked at least one 3.5-hour shift*
22 *for Defendants in the State of California from the period four years prior*
23 *to the filing of the Action and the date of trial ("Class").*

24 16. Common methods of proof exist for determining these issues on a class-wide
25 basis, including but not limited to, Defendants' employment records, payroll records,
26 timesheets, policies, and disciplinary records.

27 17. **Numerosity.** Plaintiff is informed and believes that, during the class period,
28 at least 50 Class Members have been employed as non-exempt employees by Defendants

1 within the state of California. The number of Class Members is sufficiently numerous such
2 that joinder of all members is impossible or impracticable.

3 18. **Typicality.** Plaintiff's claims are typical of all Class Members. Like all other
4 Class Members, Plaintiff was subjected to the policies and practices set forth above.
5 Plaintiff's job duties were typical of Class Members in all relevant respects.

6 19. **Adequacy.** There are no material conflicts between the claims of the
7 representative Plaintiff and Class Members that would make class certification
8 inappropriate. Plaintiff understands his obligation to inform the Court of any relationship,
9 conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect
10 the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal
11 practices on behalf of all Class Members. Moreover, Plaintiff has retained competent
12 counsel experienced in both class action and employment litigation. Plaintiff's attorneys,
13 the proposed class counsel, are versed in the rules governing class action discovery,
14 certification, and settlement, and will vigorously assert the claims of all Class Members.
15 Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been,
16 are, and will be necessarily expended for the prosecution of this action for the substantial
17 benefit of each Class Member.

18 20. **Existence and Predominance of Common Issues.** Common questions
19 of law and fact exist as to all Class Members and predominate over issues affecting
20 individual Class Members, including, but not limited to:

- 21 a. Whether Defendants have a common policy and/or practice of failing to
22 accurately record non-exempt employees' time;
- 23 b. Whether Defendants have a common policy and/or practice of failing to
24 accurately compensate non-exempt employees for all time worked;
- 25 c. Whether Defendants have a common policy and/or practice by which they
26 rounded time worked by employees for payroll purposes;
- 27 d. Whether Defendants have a common policy and/or practice by which they
28 manipulated and/or changed employees' time entries to inaccurately

- 1 reflect the hours worked by employees;
- 2 e. Whether Defendants' time entry manipulation policy and/or practice
- 3 unlawfully deprives employees of wages earned;
- 4 f. Whether Defendants' rounding policy and practice unlawfully deprives
- 5 employees of wages earned;
- 6 g. Whether Defendants unlawfully required Plaintiff and Class Members to
- 7 remain under Defendants' control and direction while off-the-clock;
- 8 h. Whether Defendants unlawfully and/or willfully failed to compensate
- 9 Plaintiff and Class Members at a minimum wage for all hours worked;
- 10 i. Whether Defendants unlawfully and/or willfully failed to compensate
- 11 Plaintiff and Class Members required overtime wages;
- 12 j. Whether Defendants have a common policy and/or practice of depriving
- 13 Plaintiff and Class Members of compliant, off-duty meal and/or rest
- 14 periods;
- 15 k. Whether Defendants unlawfully and/or willfully deprived Plaintiff and
- 16 Class Members of compliant, off-duty meal and/or rest periods;
- 17 l. Whether Defendants paid Plaintiff and Class Members all required
- 18 premium wages for non-compliant meal and/or rest periods;
- 19 m. Whether Defendants have a common policy and/or practice of unlawfully
- 20 deducting amounts from Plaintiff and Class Members' wages;
- 21 n. Whether Defendants have a common policy and/or practice of failing to
- 22 maintain accurate payroll records in the State of California;
- 23 o. Whether Defendants unlawfully and/or willfully failed to maintain
- 24 accurate payroll records in the State of California;
- 25 p. Whether Defendants have a policy and/or practice of failing to provide
- 26 accurate wage statements reflecting hours worked and wages earned to
- 27 Plaintiff and Class Members;
- 28 q. Whether Defendants unlawfully and/or willfully failed to provide accurate

1 wage statements reflecting hours worked and wages earned to Plaintiff
2 and Class Members;

- 3 r. Whether Defendants have a policy and/or practice of failing to timely pay
4 wages during employment in violation of Labor Code §§ 204, 210.
- 5 s. Whether Defendants have a policy and/or practice of failing to pay
6 Plaintiff and Class Members final wages owed upon termination;
- 7 t. Whether Defendants unlawfully and/or willfully failed to promptly pay
8 compensation due to Plaintiff and Class Members upon termination of
9 employment in violation of Labor Code §§ 201, 202, and 203;
- 10 u. Whether Plaintiff and Class Members sustained damages as a result of any
11 of the aforementioned violations, and, if so, the proper measure of those
12 damages, including interest, penalties, costs, attorneys' fees, and
13 equitable relief;
- 14 v. Whether Defendants violated the Unfair Competition Law, Cal. Bus. &
15 Prof. Code § 17200, *et seq.*, by violating the above provisions of law; and
- 16 w. Whether Defendants violated the Unfair Competition Law, Cal. Bus. &
17 Prof. Code § 17200, *et seq.*, by treating Plaintiff and Class Members
18 unfairly by depriving them of meal and/or rest periods, failing to provide
19 them with compensation in lieu of meal and/or rest periods, failing to pay
20 all regular and overtime wages earned, failing to pay wages upon
21 termination, failing to furnish accurate and timely itemized wage
22 statements upon payment of wages, and failing to pay all compensation
23 due upon discharge.

24 21. **Superiority.** A class action is superior to other available means for the fair
25 and efficient adjudication of this dispute. The damages suffered by individual Class
26 Members, while substantial, are small compared to the burden and expense of individual
27 prosecution of the complex and expensive litigation necessary to address Defendants'
28 conduct. Even if Class Members themselves could afford individual litigation, the court

1 system would be overwhelmed by individual lawsuits if all Class Members sought redress.
2 In addition, individualized litigation increases the delay and expense to all parties and to
3 the court system resulting from the complex legal and factual issues of this case.
4 Individualized litigation also presents a potential for inconsistent or contradictory
5 judgments. By contrast, the class action device presents far fewer management difficulties;
6 it allows the hearing of claims which might otherwise go unaddressed because of the
7 relative expense of bringing individual lawsuits, and it provides the benefits of single
8 adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff
9 contemplates providing individual notice to members of the Class through Defendants'
10 records.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

14 ***Failure to Pay Minimum Wages for All Hours Worked***

15 **(Plaintiff and Class Against Defendants)**

16 22. Plaintiff repeats and incorporates by reference all allegations contained in the
17 preceding paragraphs as if fully set forth herein.

18 23. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide
19 that payment of a wage less than the minimum wage as set by statute, commission, or by
20 the general prevailing rate is unlawful. Compensable work time is defined in Wage Order
21 No. 5 as "the time during which an employee is subject to the control of an employer, and
22 includes all the time the employee is suffered or permitted to work, whether or not required
23 to do so." Cal. Code. Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

24 24. Defendants failed to compensate Plaintiff and the Class for all hours worked
25 because Defendants had a policy and/or practice whereby they required and/or pressured
26 Class Members to work off-the-clock during putative meal periods, but did not compensate
27 them for that time worked, depriving them of minimum wages owed. Upon information
28 and belief, there are other ways in which Defendants failed to pay the Class all earned wages

that are still unknown to Plaintiff.

25. Defendants' failure to pay Plaintiff and Class Members minimum wages for all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

26. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil penalties, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff and Class Against Defendants)

27. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

28. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 5 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

29. By requiring employees to work during their meal periods but preventing them from recording that time as time worked, Plaintiff and Class Members were forced to work off the clock and deprived of owed straight time wages. Additionally, as Class Members worked shifts of at least 8 hours, or weeks of at least 40 hours, or for days of work without one day's rest in seven, some of this time was required to be paid at overtime rates, but was not done so. Upon information and belief, there are other ways in which

Defendants failed to pay the Class all earned overtime wages that are still unknown to Plaintiff.

30. Defendants knew or should have known that their policies and practices forced Plaintiff and Class Members to work in excess of eight hours per workday and/or 40 hours per workweek without being compensated for all hours worked. Because Plaintiff and Class Members worked shifts of more than eight hours a day or forty hours a week on the clock, some of this work qualified for overtime premium pay. Therefore, Plaintiff and Class Members were not paid overtime wages at the correct rate of pay for all of the overtime hours worked.

31. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees, and applicable civil penalties.

THIRD CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Meal Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

32. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

33. Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-104 (2012). An employee is also entitled to a second meal period for shifts in which the employee works in excess of ten hours.

34. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of

1 the IWC, including Industrial Wage Order No. 5. “An off-duty meal period, therefore, is one
2 in which the employee is relieved of all duty during the 30-minute meal period . . . an
3 employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute
4 period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior*
5 *Court*, 53 Cal. 4th 1004, 1035 (2012). The employee must also be “free to leave the
6 premises.” *Id.* at 1036.

7 35. Defendants interrupted Plaintiff and Class Members during their meal
8 periods to discuss work-related matters and/or instruct them on pending tasks. Defendants
9 also cut breaks short and/or prohibited employees from taking breaks when workloads
10 were high and/or when locations were understaffed. Defendants pressured Plaintiff and
11 Class Members to prioritize completing assigned work by working through their meal
12 periods, skipping them, or by interrupting their meal periods, or by taking them late.
13 Numerous Class Members, including Plaintiff, were required to take late meal periods, skip
14 them, interrupt them, or remain on duty due to the combination of Defendants’ scheduling
15 practices and policies.

16 36. In failing to authorize and/or permit timely and/or uninterrupted meal
17 periods, Defendants have also implemented a uniform policy of denying compensation in
18 lieu of meal periods to its non-exempt employees. Defendants denied compensation in lieu
19 of meal periods, including premium wages owed, notwithstanding their actual knowledge
20 that such employees were uniformly denied compliant meal periods.

21 37. Defendants did not pay Plaintiff and Class Members all meal period premium
22 wages when meal periods were missed, interrupted by work, and taken late, in violation of
23 Wage Order No. 5 and Labor Code sections 226.7 and 512(a).

24 38. Defendants’ conduct violates Wage Order No. 5 and Labor Code sections
25 512(a), 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of
26 pay at their regular rate of compensation for each workday that a compliant meal period
27 was not provided, and interest thereon, along with applicable civil penalties.
28

1 **FOURTH CAUSE OF ACTION**

2 ***California Labor Code §§ 226.7 and 1198***

3 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

4 **(Plaintiff and Class Against Defendants)**

5 39. Plaintiff repeats and incorporates by reference all allegations contained in the
6 preceding paragraphs as if fully set forth herein.

7 40. At all times relevant to this complaint, Defendants knew it was obligated to
8 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code
9 § 226.7.

10 41. Labor Code § 226.7 provides:

11 (a) No employer shall require any employee to work during any meal or rest
12 period mandated by an applicable order of the Industrial Welfare
13 Commission.

14 (b) If any employer fails to provide an employee a meal period or rest period in
15 accordance with an applicable order of the Industrial Welfare Commission,
16 the employer shall pay the employee one additional hour of pay at the
17 employee's regular rate of compensation for each work day that the meal or
18 rest period is not provided.

19 42. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require
20 an employee to work during any rest or meal period mandated by an applicable order of the
21 IWC, including Wage Order No. 5. Employers must authorize and permit employees to be
22 relieved of all duty during their rest and meal periods: "A rest period, in short, must be a
23 period of rest."¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

24 43. Employees must also be free to leave the employer's premises during their
25

26 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; see also
27 Department of Industrial Relations, "Rest Periods/Lactation Accommodations," available
28 at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

1 rest period. *See id.* at 270 (“In the context of a 10-minute break that employers must provide
2 during the work period, a broad and intrusive degree of control exists when an employer
3 requires employees to remain on call and respond during breaks. An employee on call
4 cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of
5 the walk he or she is not in a position to respond. Employees similarly cannot use their 10
6 minutes to take care of other personal matters that require truly uninterrupted time.”); *see*
7 *also* Department of Industrial Relations, “Rest Periods,” *available at*
8 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I
9 stay on the work premises during my rest period? A. No, your employer cannot impose any
10 restraints not inherent in the rest period requirement itself.”).

11 44. Defendants failed to relieve Plaintiff and Class Members from all duty when
12 on their rest period by requiring Plaintiff and Class Members to remain on-call or subject
13 to interruption during rest periods. Additionally, Defendants pressured Plaintiff and Class
14 Members to prioritize completing assigned work by working through their rest periods,
15 skipping them, or by interrupting their rest periods when workloads were high and/or
16 when locations were understaffed.

17 45. Defendants further implemented a *de facto* on premises requirement for rest
18 periods by requiring employees to punch out when they left the premises—rendering those
19 rest periods unpaid. This policy caused employees to be forced to take their off premises
20 breaks without pay or to remain on Defendants premises during their rest periods in
21 violation of Labor Code § 226.7.

22 46. In failing to authorize and/or permit timely and/or uninterrupted rest
23 periods, Defendants have also implemented a uniform policy of denying compensation in
24 lieu of rest periods to its non-exempt employees. Defendants did not pay Plaintiff and Class
25 Members all rest period premium wages when meal periods were missed, interrupted by
26 work, or where Class Members remained under Defendants’ control, in violation of Wage
27 Order No. 5 and Labor Code sections 226.7 and 512(a).

28 47. Defendants’ conduct violates Wage Order No. 5 and Labor Code sections

512(a), 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of pay at their regular rate of compensation for each workday that a compliant rest period was not provided, and interest thereon, along with applicable civil penalties.

FIFTH CAUSE OF ACTION

California Labor Code § 221

Unlawful Deductions from Wages

(Plaintiff and Class Against Defendants)

48. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

49. Labor Code section 221 provides that “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Lab. Code § 221.

50. Upon information and belief, Defendants deducted amounts from Plaintiff and Class Members’ wages for putative meals provided to them by Defendants, regardless of whether Plaintiff and Class Members had actually accepted or ate the food for which the deductions were related to and/or without the prior written consent of Plaintiff and Class Members.

51. By unlawfully deducting from amounts paid to Plaintiff and Class Members, Defendants are liable for the wages taken from Plaintiff and Class Members. Lab. Code § 221.

SIXTH CAUSE OF ACTION

California Labor Code §§ 226(a)/(f)/(h), 226.3, 1174(d), 1198.5

Failure to Provide and Maintain Accurate Records

(Plaintiff and Class Against Defendants)

52. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

53. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2)

total hours worked by the employee (for hourly-paid, non-exempt employees); (3) net wages earned; and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

54. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and rest periods and minimum and/or overtime wages for work-off-the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect Plaintiff's and Class Member's time worked, as well as gross and net wages earned.

55. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

56. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

57. As a separate violation, Defendants failed to produce Plaintiffs' complete payroll records and personnel file in response to Plaintiff's request for such records under Lab. Code §§ 226, 432, 1174, and 1198.5

58. Labor Code § 226 additionally provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 also requires that Defendants provide

59. Labor Code § 1198.5 provides that "[u]pon a written request from a current

1 or former employee, or her or her representative, the employer shall also provide a copy of
2 the personnel records, at a charge not to exceed the actual cost of reproduction, not later
3 than 30 calendar days from the date the employer receives the request . . .”

4 60. Labor Code § 432 provides that “[i]f an employee or applicant signs any
5 instrument relating to the obtaining or holding of employment, he shall be given a copy of
6 the instrument upon request.”

7 61. Labor Code § 1174 requires employers to maintain payroll records showing
8 the hours worked daily by all employees, for a time not less than three years. Industrial
9 Wage Order No. 5, Section 7 requires that an employer maintain “time records showing
10 when the employee begins and ends each work period” and make those records available to
11 any employee upon reasonable request. *Id.*

12 62. Plaintiff, through counsel, requested copies of his records kept in accordance
13 with Labor Code §§ 226, 432, 1174, and 1198.5. These requests were made by certified mail
14 to Defendants’ registered agent for service of process as stated on Defendants’ corporate
15 disclosures on file with the California Secretary of State, as well as the location stated as
16 Defendants’ address as listed on Plaintiff’s wage stubs.

17 63. Defendants refused to accept the requests and/or failed to respond and
18 provide the records implicated by the requests within the statutorily set timeframe.

19 64. Upon information and belief, Defendants have a policy and practice of
20 denying requests for employee records to their current and former employees in California
21 that violates Labor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders.

22 65. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a
23 current or former employee to inspect or copy records required to be kept under that
24 section within 21 days of a request to inspect, that employer is liable to the employee for a
25 penalty of \$750, and the employee is entitled to bring an action for injunctive relief to
26 enforce compliance and shall be entitled to an award of costs and reasonable attorney’s fees
27 in doing so. Labor Code § 1198.5(k) sets forth that if an employer fails to permit a current
28 or former employee to inspect or copy records relating to the employee’s performance or to

any grievance concerning the employee within 30 days of a request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney's fees in doing so.

SEVENTH CAUSE OF ACTION

California Labor Code §§ 201, 202, 203, 204, 210

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

66. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

67. Labor Code § 201 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages² shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

68. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California locations. Plaintiff's contract

² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

of employment did not include a definite term.

69. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

70. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

71. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies upon its regularly scheduled paydays.

72. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled pay dates subjects Defendants to civil penalties in the amount of \$100 per employee per initial violation and \$200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

73. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

74. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor

Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

California Business and Professions Code §§ 17200, et seq.

Violation of California's Unfair Competition Law

(Plaintiff and Class Against Defendants)

75. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

76. Defendants are each a "person" as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

77. Unlawful Business Practices. Defendants' knowing violations of the Labor Code and IWC Wage Order No. 5 constitute an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq.*

78. Defendants' failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

79. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

- A. For an Order:
 - a. Certifying the Class;
 - b. Appointing Plaintiff as representative of the Class;
 - c. Appointing Plaintiff’s counsel as Class Counsel;
- B. For actual and liquidated damages according to proof at trial;
- C. For statutory and civil penalties and special damages, according to proof at trial;
- D. For pre- and post-judgment interest on monetary damages;
- E. For preliminary and permanent injunctive relief;
- F. For reasonable attorney’s fees and costs and expert fees and costs as allowed by law; and
- G. For such other relief as this Court deems just and proper.

Dated: July 1, 2024

Respectfully submitted,

KING & SIEGEL LLP

By: Elliot J. Siegel
Elliot J. Siegel, Esq.
Lawrence W. Beall, Esq.
Attorneys for Plaintiff and the Putative Class