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Attorney for Plaintiff,  
Eduardo Martinez, on behalf of the general public, and other “aggrieved employees”

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

EDUARDO MARTINEZ, on behalf of the  
general public, and other “aggrieved  
employees”,

Plaintiff,

vs.

CASUDA CANYON RESTAURANT  
CORPORATION, a California Corporation,  
and DOES 1 through 10, inclusive.

Defendants.

CASE NO. **24STCV27934**

**REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- 1. PENALTIES PURSUANT TO  
LABOR CODE SECTION 2699(f)  
FOR VIOLATIONS OF LABOR  
CODE §§ 226.7, 512, 558, 510, 1194,  
1194.2, 226(a),(e) 1174(d), 201-203,  
204(a)(b), 2802, 210, 218**

**DEMAND FOR JURY TRIAL**

Plaintiff Eduardo Martinez (“Plaintiff”), on behalf the general public, and other “aggrieved employees” complains of Defendants as follows:

**I. INTRODUCTION**

1. This is a Representative Action, pursuant to Labor Code § 2698, 2699 et seq., on behalf of Plaintiff, and on behalf of the general public, and other “aggrieved employees” who are employed by, or were formerly employed by Casuda Canyon Restaurant Corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present (the “liability period”), Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist

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1 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to  
2 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one  
3 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees  
4 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,  
and IWC Order No. 5-2001, Section 12.

5 3. Plaintiff and Defendant's California employees were required to work off the clock  
6 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as  
7 opening the bar prior to clocking in without being compensated for it. It took Plaintiff on the average  
8 of 1.5 hours to complete these tasks. Defendant did not compensate Plaintiff and Defendant's  
9 California employees if these tasks were completed outside of his regular work hours. These excess  
10 hours were not recorded on our client's and Defendant's California employees wage statements.  
11 Plaintiff and Defendant's California employees should have been compensated for that time, but he  
12 was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and  
13 Defendant's California employees were not paid for all hours worked including all straight time  
14 wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510  
and 1194.

15 4. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-  
16 exempt employees. As a result, employees are not properly compensated for work performance in  
17 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a  
18 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of  
19 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per  
20 week and do not receive overtime compensation at a rate of one and one half of their regular rate.  
21 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for  
all hours worked including all straight time wages, and overtime wages. These failures to pay all  
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

22 5. Defendant failed to issue Plaintiff and Defendant's California employees accurately  
23 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California  
24 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
25 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of  
26 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover,  
27 Plaintiff and the California employees wage statements' failed to accurately state the name and

1 address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all  
2 applicable hourly rates during the pay period and the corresponding number of hours worked, in  
3 violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due.  
4 Since the wage statements provided to Plaintiff failed to accurately reflect the total number of  
5 Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect  
6 to Plaintiff and Defendant's California employees.

7 6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's  
8 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
9 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and  
10 Defendant's California employees, and the records maintained by Defendants, have not accurately  
11 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
12 premiums, and total hour worked.

13 7. Our client further alleges that Defendants paid him and Defendant's California  
14 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they  
15 were not paid all wages due and owing throughout the course of their employment as a result of  
16 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they  
17 were not paid all final wages due and owing for the entirety of their employment. This violates  
18 Labor Code §§ 201-203.

19 8. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has  
20 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must  
21 be paid no later than seven calendar days following the close of the payroll period. Due to the  
22 violations described above, Plaintiff and Defendant's California employees did not receive all of  
23 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

24 9. Defendant failed to reimburse Plaintiff and Defendant's California employees for  
25 equipment used to perform work on behalf of Defendant such as bar supplies. Defendant further  
26 failed to reimburse Plaintiff and Defendant's California employees for using their personal cell  
27 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall  
28 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's  
California employees have incurred reasonable and necessary expenses in the course of their job  
duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

10. Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California 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, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

11. Plaintiff, on behalf of the general public, and other "aggrieved employees" brings this action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 1174(d), 201-203, 204(a)(b), 2802, 210, 218.

12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts alleged herein took place in Monterey Park, California.

## **II. PARTIES**

### **A. PLAINTIFF**

13. Plaintiff Eduardo Martinez is a resident of Los Angeles, California. At all times relevant herein, he was employed by Defendants in Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in and around the city of Monterey Park, County of Los Angeles. During Plaintiff's employment:

- A. Plaintiff did not receive final wages at the time of his termination.
- B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu thereof, as required by the Labor Code and relevant Wage Orders.
- C. Plaintiff was required to work either in excess of eight hours per workday or in excess of forty hours per workweek without receiving compensation at a rate of one and one half the regular rate of pay.
- D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in violation of Labor Code § 226(a).
- E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that Defendants failed to issues wages to its employees within seven (7) calendar days after the pay period ended.
- F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.

1 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for  
2 reasonable and necessary expenses in the course of their job duties, in violation of Labor  
3 Code § 2802.

4 **B. DEFENDANTS**

5 14. Defendant Casuda Canyon Restaurant Corporation is a California Corporation doing  
6 business in Monterey Park, California. It operates within the State of California. Defendant  
7 employed Plaintiff and similarly situated employees within California. The violations alleged herein  
8 arose in Monterey Park, California.

9 15. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'  
10 CALIFORNIA EMPLOYEES," shall mean Defendant Casuda Canyon Restaurant Corporation's  
11 non-exempt employees.

12 16. The true names and capacities, whether individual, corporate, associate, or otherwise,  
13 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who  
14 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is  
15 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a  
16 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will  
17 seek leave of court to amend this Complaint to reflect the true names and capacities of the  
18 Defendants designated hereinafter as DOES when such identities become known.

19 17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
20 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
21 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
22 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
23 employer and/or joint employer of Plaintiff and all other aggrieved employees.

24 **FACTUAL ALLEGATIONS**

25 18. Plaintiff and Defendant's California employees were routinely unable, and not  
26 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
27 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California  
28 employees were forced to continue working through their meal and rest breaks in order to assist  
29 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to  
30 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one  
31 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees

1 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,  
2 and IWC Order No. 5-2001, Section 12.

3 19. Plaintiff and Defendant's California employees were required to work off the clock  
4 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as  
5 opening the bar prior to clocking in without being compensated for it. It took Plaintiff on the average  
6 of 1.5 hours to complete these tasks. Defendant did not compensate Plaintiff and Defendant's  
7 California employees if these tasks were completed outside of his regular work hours. These excess  
8 hours were not recorded on our client's and Defendant's California employees wage statements.  
9 Plaintiff and Defendant's California employees should have been compensated for that time, but he  
10 was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and  
11 Defendant's California employees were not paid for all hours worked including all straight time  
wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510  
and 1194.

12 20. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-  
13 exempt employees. As a result, employees are not properly compensated for work performance in  
14 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a  
15 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of  
16 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per  
17 week and do not receive overtime compensation at a rate of one and one half of their regular rate.  
18 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for  
19 all hours worked including all straight time wages, and overtime wages. These failures to pay all  
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

20 21. Defendant failed to issue Plaintiff and Defendant's California employees accurately  
21 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California  
22 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
23 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of  
24 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover,  
25 Plaintiff and the California employees wage statements' failed to accurately state the name and  
26 address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all  
27 applicable hourly rates during the pay period and the corresponding number of hours worked, in  
28 violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due.

1 Since the wage statements provided to Plaintiff failed to accurately reflect the total number of  
2 Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect  
3 to Plaintiff and Defendant's California employees.

4 22. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's  
5 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
6 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and  
7 Defendant's California employees, and the records maintained by Defendants, have not accurately  
8 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
9 premiums, and total hour worked.

10 23. Our client further alleges that Defendants paid him and Defendant's California  
11 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they  
12 were not paid all wages due and owing throughout the course of their employment as a result of  
13 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they  
14 were not paid all final wages due and owing for the entirety of their employment. This violates  
15 Labor Code §§ 201-203.

16 24. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has  
17 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must  
18 be paid no later than seven calendar days following the close of the payroll period. Due to the  
19 violations described above, Plaintiff and Defendant's California employees did not receive all of  
20 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

21 25. Defendant failed to reimburse Plaintiff and Defendant's California employees for  
22 equipment used to perform work on behalf of Defendant such as bar supplies. Defendant further  
23 failed to reimburse Plaintiff and Defendant's California employees for using their personal cell  
24 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall  
25 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
26 direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's  
27 California employees have incurred reasonable and necessary expenses in the course of their job  
28 duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

26 26. Defendants failed to pay all wages earned to Plaintiff and Defendant's California  
27 employees as a result of the unlawful employment policies and practices herein. As a result of these  
28 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,

1 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages  
2 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure  
3 to pay wages as required by law.

### 4 **CAUSES OF ACTION**

#### 5 **FIRST CAUSE OF ACTION**

#### 6 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 7 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e),** 8 **1174(d), 201-203, 204(a)(b), 2802, 210, 218**

9 27. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set  
10 forth herein.

11 28. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §  
12 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,  
13 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 210, 218.

14 29. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties  
15 in an amount to be shown at the time of trial subject to the following formula:

- 16 a. With respect to the violation of Labor Code § 2699(f) for violations of  
17 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d),  
18 201-203, 204(a)(b), 2802, 210, 218, \$100 for the initial violation per  
19 employee per pay period and \$200 for each subsequent violation per  
20 employee per pay period.

21 30. These penalties will be allocated 75% to the Labor Workforce Development Agency,  
22 and 25% to the affected employees.

23 31. On August 19, 2024, Plaintiff sent a letter, by certified mail, return receipt requested,  
24 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against  
25 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code §  
26 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar  
27 days of August 19, 2024. Plaintiff may therefore commence this action to seek penalties pursuant to  
28 Labor Code § 2698 *et seq.*

32. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief  
as described herein.

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**ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR  
COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

33. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

34. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal or rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

35. Defendants have failed to provide Plaintiff and all other aggrieved employees one or more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for each day on which one or more meal or rest periods were not provided.

36. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

37. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and rest period compensations, which he was owed since he commenced working for Defendants, according to proof.

38. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

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**ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES  
IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

39. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

40. Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as opening the bar prior to clocking in without being compensated for it. It took Plaintiff on the average of 1.5 hours to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of his regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

41. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

42. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges, Plaintiff and Defendant's California employees have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor Code § 1194.2.

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**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH  
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS  
(LABOR CODE § 226(a), (e)), 1174(d))**

43. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

44. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

45. Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendant's California employees.

46. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

47. The wage statements provided to Plaintiff and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are

1 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage  
2 statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

3 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**  
4 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**  
5 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

6 48. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as  
7 though fully set forth herein.

8 49. At all times material herein, the California Labor Code Sections 201, 202, and  
9 203 were in effect and binding on Defendants.

10 50. California Labor Code § 202 requires employers to pay employees all wages due  
11 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent  
12 part that “if an employer discharges an employee, the wages earned and unpaid at the time of  
13 discharge are due and payable immediately.” California Labor Code § 203 provides that if an  
14 employer willfully fails to timely pay such wages the employer must, as penalty, continue to  
15 pay the subject employee’s wages until the back wages are paid in full or an action is  
16 commenced. The penalty cannot exceed 30 days of wages.

17 51. Plaintiff was entitled to compensation for unpaid wages, but to date has not  
18 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to  
19 Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff  
20 all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the  
21 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code  
22 Section 203.

23 52. More than 30 days have passed since Plaintiff’s employment ended with  
24 Defendants.

25 53. As a consequence of Defendants’ willful conduct in not paying wages owed to  
26 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for  
27 Defendants’ failure to timely pay legal wages.

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**ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES  
IN VIOLATION OF LABOR CODE § 204(a)(b)**

54. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

55. At all times relevant herein, Labor Code § 204 was in full force and effect and binding on Defendants.

56. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All earned wages must be paid at least twice a month, on days designated in advance by the employer. Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid between the 16th and 26th day of the same month. Work performed between the 16th and the last day of the month must be paid between the 1st and 10th day of the following month. (Labor Code § 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

57. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

58. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California Employees did not receive all of their wages earned when due and in a timely manner as required by Labor Code § 204.

59. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its bi-weekly paid employees.

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**ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN  
VIOLATION OF CALIFORNIA LABOR CODE § 2802**

60. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

61. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

62. Defendant failed to reimburse Plaintiff and Defendant’s California employees for equipment used to perform work on behalf of Defendant such as bar supplies. Defendant further failed to reimburse Plaintiff and Defendant’s California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

63. As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

64. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys’ fees and cost, under Labor Code § 2802.

65. Plaintiff also requests relief as described below.

**ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,  
INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF  
(LABOR CODES §§ 210, 218)**

66. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

67. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad established by the Wage Order. Defendants did not pay for all hours worked and frequently required

1 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment  
2 practices which resulted in underpayment for hours worked each pay period as more set forth below:

3 68. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
4 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).  
5 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies  
6 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,  
7 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages  
8 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure  
9 to pay wages as required by law.

10 **RELIEF REQUESTED**

11 WHEREFORE, Plaintiff prays for the following relief:

12 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved  
13 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty  
14 (30) days;

15 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved  
16 employees;

17 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved  
18 employees;

19 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved  
20 employees;

21 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved  
22 employees;

23 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved  
24 employees;

25 7. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved  
26 employees;

27 8. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved  
28 employees;

9. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and  
all other aggrieved employees;

10. An award providing for payment of costs of suit pursuant to Labor Code §

1 2699(g)(1);

- 2 11. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
- 3 12. An award of prejudgment and post-judgment interest;
- 4 13. An award providing for payment of costs of suit; and
- 5 14. Such other and further relief as this Court may deem just and proper.

6 Dated: October 24, 2024

OTKUPMAN LAW FIRM,  
A Law Corporation

8 By: 

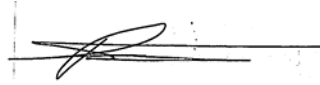
9 ROMAN OTKUPMAN  
10 Attorneys for Plaintiff

11 **DEMAND FOR JURY TRIAL**

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

13 Dated: October 24, 2024

14 OTKUPMAN LAW FIRM,  
15 A Law Corporation

16 By: 

17 ROMAN OTKUPMAN  
18 Attorneys for Plaintiff



EXHIBIT “A”

**OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave, Suite 123  
Westlake Village, CA 91362  
Tel.: 818-293-5623  
Fax: 888-850-1310

August 19, 2024

**VIA ELECTRONIC FILING**

Labor & Workforce Development Agency

**VIA CERTIFIED MAIL**

Casuda Canyon Restaurant Corporation  
150 Paularino, Building C  
Costa Mesa, CA 92626  
Defendant certified mail # 9589 0710 5270 0298 4408 75

**VIA CERTIFIED MAIL**

Agent for Service of Process  
Matthew Marzucco  
2804 Gateway Oaks Dr.,  
Sacramento, CA 95833  
Agent certified mail # 9589 0710 5270 0298 4408 51

**VIA CERTIFIED MAIL**

Casuda Canyon Restaurant Corpo  
3500 Ramona Boulevard  
Monterey Park, CA 91754  
Defendant certified mail # 9589 0710 5270 0298 4408 44

**VIA CERTIFIED MAIL**

Luminarias Restaurant & Special Events  
3500 W Ramona Blvd,  
Monterey Park, CA 91754  
Defendant certified mail # 9589 0710 5270 0298 4408 68

Re: ***Eduardo Martinez v. Casuda Canyon Restaurant Corporation, Casuda Canyon Restaurant Corpo, Luminarias Restaurant & Special Events – Labor Code Violations of Casuda Canyon Restaurant Corporation, Casuda Canyon Restaurant Corpo, Luminarias Restaurant & Special Events – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Eduardo Martinez ("Plaintiff"), a former California employee of Casuda Canyon Restaurant Corporation, Casuda Canyon Restaurant Corpo, Luminarias Restaurant & Special Events ("Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants in or around October of 2022. While working for Defendant as a Lead Bartender, Plaintiff was earning nineteen (\$19.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as opening the bar prior to clocking in without being compensated for it. It took Plaintiff on the average of 1.5 hours to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of his regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff

and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendant's California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for equipment used to perform work on behalf of Defendant such as bar supplies. Defendant further failed to reimburse Plaintiff and Defendant's California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

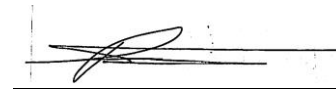
Defendants failed to pay all wages earned to Plaintiff and Defendant’s California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant’s California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN