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BETHANY CLAYTON, YASMIN SOLTANI, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

BETHANY CLAYTON and YASMIN
SOLTANI, as “aggrieved employees” on behalf
of themselves and other similarly situated
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiffs,

vs.

SALTIE GIRL LA LLC, a California limited
liability company; and DOES 1 to 25, inclusive,

Defendants.

Case No. **25STCV14374**

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

1 Plaintiffs, Bethany Clayton and Yasmin Soltani (hereafter “Plaintiffs”), on behalf of
2 themselves, the State of California, and the other Aggrieved Employees, complain and allege as
3 follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this representative action under the Labor Code Private Attorneys
6 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
7 Labor Code and Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”),
8 against Defendants Saltie Girl LA LLC, a California limited liability company, and DOES 1 to
9 25, inclusive (collectively “SALTIE GIRL” or “Defendants”).

10 2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to
11 them, the State of California, and the Aggrieved Employees (defined below), for civil penalties
12 and other related relief. These claims are based on Defendants’ failures to: 1) pay all wages,
13 including minimum, regular, overtime, and doubletime wages earned for all hours worked at the
14 correct rates of pay; 2) provide meal periods or pay correctly-calculated premium wages in lieu
15 thereof; 3) authorize and permit rest periods or pay correctly-calculated premium wages in lieu
16 thereof; 4) indemnify for business expenses; 5) issue only accurate and complete itemized wage
17 statements; 6) timely pay wages during employment; 7) timely pay wages upon separation from
18 employment; and 8) maintain accurate employment records. Accordingly, Plaintiffs now seek to
19 recover civil penalties and related relief through this representative action.

20 **JURISDICTION AND VENUE**

21 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
22 the County of Los Angeles in this judicial district because Defendants Saltie Girl LA LLC and
23 DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’
24 obligations and liabilities arise therein, and because the work that was performed by Plaintiffs
25 and the Aggrieved Employees in the County of Los Angeles is the subject of this action.
26 Moreover, the aggregate claims of Plaintiffs and the Aggrieved Employees, inclusive of all relief,
27 place more than \$35,000 in controversy.

28 ///

THE PARTIES

4. Plaintiff Bethany Clayton is a resident of the state of California.

5. Plaintiff Yasmin Soltani is a resident of the state of California.

6. Defendant Saltie Girl LA LLC is a limited liability company organized and existing under the laws of California and as such, a citizen of California based on Plaintiffs' information and belief.

7. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but are informed and believe and thereon allege that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiffs will amend the Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

8. The "Aggrieved Employees" are all individuals the Defendants have employed or otherwise contracted with in California as hourly, non-exempt employees, during the period of February 1, 2023 and January 15, 2025.

9. Plaintiffs are informed and believe and thereon allege that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

10. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not paying Plaintiffs and the other Aggrieved Employees in accordance with applicable California labor laws as alleged herein.

11. Plaintiffs are informed and believe and thereon allege that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other defendants, and that said acts and failures to act were within the course and scope of said agency,

1 employment, and/or direction and control.

2 **FACTUAL ALLEGATIONS**

3 12. IWC Wage Order 5-2001 (“the Wage Order”) applies to “all persons employed in
4 the public housekeeping industry,” where “Public Housekeeping Industry” includes
5 “Restaurants.” (Id., §§ 1 & 2(P)(1).). At all relevant times during the applicable limitations period,
6 SALTIE GIRL operated a restaurant. Accordingly, Plaintiffs and the Aggrieved Employees are
7 entitled to the protections provided under the Wage Order.

8 13. SALTIE GIRL first began to employ Plaintiff Bethany Clayton on or around
9 January 6, 2023 to work at its restaurant located at 8615 Sunset Blvd, West Hollywood, CA
10 90069. During her employment, Clayton’s job title was “server”. Plaintiff Clayton generally
11 worked five days a week, from approximately 4:15 p.m. to midnight. Plaintiff Clayton’s latest
12 rate of pay was approximately \$19.08 per hour. Plaintiff Clayton’s employment ended on or
13 around July 18, 2024.

14 14. SALTIE GIRL first began to employ Plaintiff Yasmin Soltani on or around May
15 4, 2024 to work at its restaurant located at 8615 Sunset Blvd, West Hollywood, CA 90069. During
16 her employment, Plaintiff Soltani’s job title was “host”. Plaintiff Soltani generally worked part
17 time and was scheduled to work lunch (approximately 10:45 a.m. to 2:00/3:00 p.m.) and dinner
18 shifts (approximately 4:15 p.m. to 9:30 /10:00 p.m.) Plaintiff Soltani’s latest rate of pay was
19 approximately \$20.00 per hour. Plaintiff Soltani’s employment ended on or around June 28, 2024.

20 15. At all relevant times, SALTIE GIRL has issued wages to Plaintiffs and all of the
21 other Aggrieved Employees on a weekly basis and paid them by the hour. At all relevant times,
22 SALTIE GIRL has classified Plaintiffs and all of the other Aggrieved Employees as a non-exempt
23 employee entitled to the protections of the Labor Code and the Wage Order.

24 16. SALTIE GIRL has failed to pay Plaintiffs and the other Aggrieved Employees for
25 all time worked or subject to its control. To the extent Plaintiffs and the Aggrieved Employees
26 have worked through their meal periods and those meal periods were interrupted, they were not
27 compensated for that time, which would be akin to a minimum wage violation

28 17. Due to the above “off the clock” violations, SALTIE GIRL has failed to pay

1 Plaintiffs and the Aggrieved Employees properly-calculated overtime wages. Plaintiff's and the
2 Aggrieved Employees' actual work hours, which included the "off the clock" work as described
3 above, entitled them to overtime, however, it was not company policy to keep accurate track of
4 all hours worked and to pay employees, like Plaintiffs, the accurate amount of overtime, especially
5 since the "off the clock" work was not factored into the equation. Furthermore, any incentive
6 payments and/or bonus payments were not factored into the employees' regular rate of pay for
7 purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive
8 payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews*
9 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

10 18. In addition, Plaintiffs and the other Aggrieved Employees were not given accurate
11 tips to which they were entitled in violation of California Labor Code Section 351 and 353.

12 19. SALTIE GIRL has failed to provide all compliant meal periods and authorize and
13 permit all compliant rest periods to which Plaintiffs and the other Aggrieved Employees were
14 entitled. Plaintiffs were entitled to take off-duty, uninterrupted 30-minute meal periods before the
15 fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or major
16 fraction thereof worked. Due to the press of business, Plaintiffs and the other Aggrieved Employees
17 would not be able to take timely, uninterrupted meal periods before the 5th hour worked. SALTIE
18 GIRL management would instruct Clayton, Soltani, and the other Aggrieved Employees to "clock
19 out" for their meal period right after clocking in for the start of their work shifts, which would
20 often be interrupted. When Plaintiffs tried to take a meal period, SALTIE GIRL management or
21 the other staff would interrupt them with requests for assistance or questions about work related
22 matters. Plaintiffs' meal breaks were often cut short because SALTIE GIRL management needed
23 their assistance. Finally, SALTIE GIRL required Plaintiffs and the Aggrieved Employees to
24 remain on the premises during their meal periods and did not permit Plaintiffs and the other
25 Aggrieved Employees to leave the restaurant during their meal periods. Similarly, Plaintiffs were
26 never authorized to take (and did not take) their 10-minute rest breaks due to the work load/ press
27 of business. In fact, when Plaintiff Soltani questioned SALTIE GIRL manager, Chris(last name
28 unknown) about taking her rest breaks, Chris informed Soltani "No, we don't do that here". It is

1 important to note that there was no break room available for the employees and SALTIE GIRL
2 did not have the Wage Order poster displayed as required by California law. Compliant meal and
3 rest breaks were definitively not part of SALTIE GIRL's culture, especially in a fast-paced
4 restaurant environment. On information and belief, SALTIE GIRL did not always provide
5 premium wages to Plaintiffs for these meal and rest break violations; if SALTIE GIRL did provide
6 premium wages, they were not paid at the correct rate, as explained above.

7 20. SALTIE GIRL has failed to reimburse Plaintiffs and the other Aggrieved
8 Employees for the business expenses they incurred in direct consequence of the discharge of their
9 duties. SALTIE GIRL required Plaintiffs and the other Aggrieved Employees to use their own
10 personal cell phones to communicate with management concerning work matters and scheduling.
11 Moreover, upon getting hired, SALTIE GIRL instructed Plaintiffs Clayton, Soltani, and other
12 Aggrieved Employees to obtain and pay for their food handler's certification prior to starting
13 work. SALTIE GIRL did not reimburse Plaintiffs and the other Aggrieved Employees for these
14 mobile phone and certification expenses. Accordingly, SALTIE GIRL was in violation of
15 California Labor Code sections 2800 and 2802.

16 21. SALTIE GIRL has failed to pay Plaintiffs and the other Aggrieved Employees all
17 wages due to them within any time period specified by California Labor Code section 204,
18 including the minimum wages and overtime as described above as well as meal/rest break
19 premiums.

20 22. SALTIE GIRL has not provided Plaintiffs and the other Aggrieved Employees
21 accurate, itemized wage statements. Wage statements must include all hours worked, overtime
22 hours worked, all applicable hourly rates, the correct legal name and correct address of employer
23 entity, gross wages earned, all deductions, net wages earned, reimbursement for business
24 expenses, the correct start and end of the applicable pay period, the employee ID numbers or
25 social security numbers, among other items. Labor Code § 226(a)(2). SALTIE GIRL issued wage
26 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
27 number of hours worked at each hourly rate because of SALTIE GIRL's failure to properly pay
28 wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

23. SALTIE GIRL has also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

24. Accordingly, Plaintiffs now seek civil penalties on behalf of themselves and the Aggrieved Employees based on Defendants' alleged violations of the California Labor Code and the Wage Order.

FIRST (AND ONLY) CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

(By Plaintiff, on behalf of themselves and the other Aggrieved Employees, against all Defendants)

25. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

26. At all relevant times, Plaintiffs and the Aggrieved Employees have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

27. Section 2(K) of the Wage Order defines "hours worked" as "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."

28. Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

- 1 (b) Double the employee's regular rate of pay for all hours worked in excess
2 of 12 hours in any workday and for all hours worked in excess of eight (8)
3 hours on the seventh (7th) consecutive day of work in a workweek.
4 (c) The overtime rate of compensation required to be paid to a nonexempt
5 full-time salaried employee shall be computed by using the employee's
6 regular hourly salary as one fortieth (1/40) of the employee's weekly
7 salary.
- 8 29. Section 4 of the Wage Order requires an employer to pay non-exempt employees
9 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
10 an employer has actual or constructive knowledge that employees are working.
- 11 30. Labor Code section 510 states:
12 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
13 in one workday and any work in excess of 40 hours in any one workweek and the
14 first eight hours worked on the seventh day of work in any one workweek shall be
15 compensated at the rate of no less than one and one-half times the regular rate of
16 pay for an employee. Any work in excess of 12 hours in one day shall be
17 compensated at the rate of no less than twice the regular rate of pay for an
18 employee. In addition, any work in excess of eight hours on any seventh day of a
19 workweek shall be compensated at the rate of no less than twice the regular rate of
20 pay of an employee. Nothing in this section requires an employer to combine more
21 than one rate of overtime compensation in order to calculate the amount to be paid
22 to an employee for any hour of overtime work.
- 23 31. Labor Code section 1194 invalidates any agreement between an employer and an
24 employee to work for less than the minimum wage required under the applicable Wage Order.
- 25 32. Labor Code section 1197 makes it unlawful for an employer to pay an employee
26 less than the minimum wage required under the applicable Wage Order for all hours worked
27 during a payroll period.
- 28 33. Labor Code section 1198 makes it unlawful for an employer to employ an
employee under conditions that violate the Wage Order.
34. In conjunction, these provisions of the Labor Code require employers to pay non-
exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
worked, including unrecorded hours when the employer knew or reasonably should have known
that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)
35. At all relevant times during the applicable limitations period, Defendants failed to

1 compensate Plaintiffs and the Aggrieved Employees for all hours worked, including, but not
2 limited to overtime wages for all overtime hours they worked at the correct rates of pay.

3 36. Plaintiffs are informed and believe and thereon allege that, at all
4 relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in
5 Defendants' failure to compensate Plaintiffs and the other Aggrieved Employees for all hours
6 worked as required by California law.

7 **B. FAILURE TO PROVIDE MEAL PERIODS**

8 37. In relevant part, California Labor Code § 1198 states:

9 The maximum hours of work and the standard conditions of labor fixed by the
10 commission shall be the maximum hours of work and the standard conditions of
11 labor for employees. The employment of any employee for longer hours than those
12 fixed by the order or under conditions of labor prohibited by the order is unlawful.

13 38. In relevant part, In relevant part, California Labor Code § 512 states:

14 An employer shall not employ an employee for a work period of
15 more than five hours per day without providing the employee with
16 a meal period of not less than 30 minutes, except that if the total
17 work period per day of the employee is no more than six hours, the
18 meal period may be waived by mutual consent of both the
19 employer and employee.

20 An employer shall not employ an employee for a work period of
21 more than 10 hours per day without providing the employee with
22 a second meal period of not less than 30 minutes, except that if the
23 total hours worked is no more than 12 hours, the second meal
24 period may be waived by mutual consent of the employer and the
25 employee only if the first meal period was not waived.

26 39. In relevant part, Section 11 of the Wage Order states:

27 Meal Periods:

- 28 (A) No employer shall employ any person for a work period of
more than five (5) hours without a meal period of not less than
30 minutes, except that when a work period of not more than
six (6) hours will complete the day's work the meal period may
be waived by mutual consent of the employer and employee.
Unless the 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. An "on duty" meal
period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when

1 by written agreement between the parties an on-the-job paid
2 meal period is agreed to. The written agreement shall state that
3 the employee may, in writing, revoke the agreement at any
4 time.

5 (B) If an employer fails to provide an employee a meal period in
6 accordance with the applicable provisions of this Order, the
7 employer shall pay the employee one (1) hour of pay at the
8 employee's regular rate of compensation for each work day that
9 the meal period is not provided.

10 40. In relevant part, California Labor Code § 226.7 states:

11 (b) An employer shall not require an employee to work during
12 a meal or rest period mandated pursuant to an applicable
13 statute, or applicable regulation, standard, or order of the
14 Industrial Welfare Commission, the Occupational Safety
15 and Health Standards Board, or the Division of
16 Occupational Safety and Health.

17 (c) If an employer fails to provide an employee a meal period
18 or rest period in accordance with a state law, including, but
19 not limited to, an applicable statute or applicable
20 regulation, standard, or order of the Industrial Welfare
21 Commission, the Occupational Safety and Health
22 Standards Board, or the Division of Occupational Safety
23 and Health, the employer shall pay the employee one
24 additional hour of pay at the employee's regular rate of
25 compensation for each work day that the meal or rest
26 period is not provided.

27 41. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs and the
28 Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each
day they worked five or more hours. Pursuant to California Labor Code § 512, they were also
entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

42. Defendants intentionally failed to provide Plaintiffs and the Aggrieved Employees
with all required timely 30-minute meal periods free from any work duties in accordance with the
Wage Order.

43. At all relevant times, Defendants failed to provide Plaintiffs and the Aggrieved
Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay
premium wages for days on which they failed to provide Plaintiffs and the other Aggrieved
Employees with timely meal periods.

1 44. Plaintiffs are informed and believe and thereon allege that, at all
2 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
3 lack of a policy which resulted in Defendants not providing the and the Aggrieved Employees
4 with all off-duty meal periods required by California law.

5 **C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

6 45. In relevant part, California Labor Code § 1198 states:

7 The maximum hours of work and the standard conditions of labor
8 fixed by the commission shall be the maximum hours of work and
9 the standard conditions of labor for employees. The employment
10 of any employee for longer hours than those fixed by the order or
11 under conditions of labor prohibited by the order is unlawful.

12 46. In relevant part, Section 12 of the Wage Order states:

13 Rest Periods:

14 (A) Every employer shall authorize and permit all employees to take
15 rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based
17 on the total hours worked daily at the rate of ten (10) minutes net
18 rest time per four (4) hours or major fraction thereof. However, a
19 rest period need not be authorized for employees whose total daily
20 work time is less than three and one-half (3 ½) hours. Authorized
21 rest period time shall be counted as hours worked for which there
22 shall be no deduction from wages.

23 (B) If an employer fails to provide an employee a rest period in
24 accordance with the applicable provisions of this order, the
25 employer shall pay the employee one (1) hour of pay at the
26 employee's regular rate of compensation for each workday
27 that the rest period is not provided.

28 47. In relevant part, California Labor Code § 226.7 states:

 (b) An employer shall not require an employee to work during
 a meal or rest period mandated pursuant to an applicable
 statute, or applicable regulation, standard, or order of the
 Industrial Welfare Commission, the Occupational Safety
 and Health Standards Board, or the Division of
 Occupational Safety and Health.

 (c) If an employer fails to provide an employee a meal period
 or rest period in accordance with a state law, including, but
 not limited to, an applicable statute or applicable

1 regulation, standard, or order of the Industrial Welfare
2 Commission, the Occupational Safety and Health
3 Standards Board, or the Division of Occupational Safety
4 and Health, the employer shall pay the employee one
5 additional hour of pay at the employee's regular rate of
6 compensation for each work day that the meal or rest
7 period is not provided.

8 48. Pursuant to the Wage Order, Plaintiffs and the Aggrieved Employees were entitled
9 to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
10 period of work, or major fraction thereof.

11 49. Defendants intentionally failed to authorize and permit Plaintiffs and the
12 Aggrieved Employees to take all 10-minute rest periods free from any work duties in accordance
13 with the Wage Order.

14 50. At all relevant times, Defendants failed to authorize and permit Plaintiffs and the
15 Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay
16 premium wages to Plaintiffs and the Aggrieved Employees for days on which they failed to
17 authorize and permit Plaintiffs and the other Aggrieved Employees to take timely rest periods.

18 51. At all relevant times, due to high workload, Defendants failed to authorize and
19 permit Plaintiffs and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks
20 every four hours worked or major fraction thereof. Defendants did not seek an exemption from
21 the rest period protections of the Wage Order from the California Division of Labor Standards
22 Enforcement. Moreover, Defendants failed to pay Plaintiffs and the Aggrieved Employees
23 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
24 periods every four hours worked or major fraction thereof.

25 52. Plaintiffs are informed and believe and thereon allege that, at all
26 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
27 lack of a policy which resulted in Defendants not authorizing and permitting Plaintiffs and the
28 Aggrieved Employees to take all rest breaks required by California law.

D. FAILURE TO INDEMNIFY

53. In pertinent part, California Labor Code section 2802(a) states, "An employer shall
indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
consequence of the discharge of his or her duties."

54. Labor Code section 1198 prohibits employers from employing their employees

under conditions prohibited by the Wage Order.

55. At all relevant times during the applicable limitations period, as a condition for employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain business expenses. These costs include, but are not limited to, use of personal cell phones to communicate with management concerning work matters as well as food handler certification expenses. However, Defendants did not reimburse Plaintiffs and the others for these business expenses.

56. Therefore, Defendants failed to indemnify Plaintiffs and the Aggrieved Employees for expenditures incurred as a direct consequence of discharging their duties in violation of California Labor Code sections 2800 and 2802.

57. Plaintiffs are informed and believe and thereon allege that, at all relevant times, Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants' failure to indemnify Plaintiffs and the Aggrieved Employees for the reasonable expenses they incurred during the course of performing their duties.

E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

58. Pursuant to California Labor Code § 226(a), Plaintiffs and the Aggrieved Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable hourly rates in effect during the pay period; and d) the corresponding number of hours worked at each hourly rate by the employee.

59. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period;

1 C. The name and address of the employer and, if the employer is a farm labor
2 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
3 and address of the legal entity that secured the services of the employer during the pay period;

4 D. The name of the employee and only the last four digits of his or his social
5 security number or an employee identification number other than a social security number; and

6 E. The number of piece-rate units earned and the piece rate.

7 60. "Promptly and easily determine," as stated in California Labor Code § 226(e),
8 means a reasonable person would be able to readily ascertain the information without reference
9 to other documents or information.

10 61. As alleged herein, at all relevant times during the applicable limitations period,
11 Defendants violated California Labor Code section 226 because they did not properly and
12 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
13 the corresponding number of hours worked at each rate by the employee and other requirements
14 of California Labor Code section 226. Defendants failed to state in the wage statements they
15 issued to Plaintiffs and the other Aggrieved Employees all their hours worked and wages earned,
16 including, but not limited to, regular and overtime wages for work they performed off-the-clock
17 (as described above).

18 62. Defendants' failure to provide Plaintiffs and the other Aggrieved Employees with
19 accurate wage statements was knowing and intentional. Defendants had the ability to provide
20 Plaintiffs and the other Aggrieved Employees with accurate wage statements but intentionally
21 provided wage statements that Defendants knew were not accurate.

22 63. As a result of being provided with inaccurate wage statements by Defendants,
23 Plaintiffs and the other Aggrieved Employees have suffered injury. Their legal rights to receive
24 accurate wage statements were violated and they were misled about the amount of wages they
25 had actually earned and were owed. In addition, the absence of accurate information on their wage
26 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
27 discovery and mathematical computations to determine the amounts of wages owed, has caused
28 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
submission of inaccurate information about wages to state and federal government agencies.
Further, Plaintiffs and the other Aggrieved Employees were not able to ascertain from the wage
statements whether Defendants complied with their obligations under California Labor Code

1 section 226(a).

2 **F. UNTIMELY WAGES DURING EMPLOYMENT**

3 64. Labor Code § 204 states:

4 (a) All wages, other than those mentioned in Section 201,
5 201.3, 202, 204.1, or 204.2, earned by any person in any
6 employment are due and payable twice during each
7 calendar month, on days designated in advance by the
8 employer as the regular paydays. Labor performed
9 between the 1st and 15th days, inclusive, of any calendar
10 month shall be paid for between the 16th and the 26th day
11 of the month during which the labor was performed, and
12 labor performed between the 16th and the last day,
13 inclusive, of any calendar month, shall be paid for
14 between the 1st and 10th day of the following month. ...

15 (b) (1) Notwithstanding any other provision of this
16 section, all wages earned for labor in excess of the normal
17 work period shall be paid no later than the payday for the
18 next regular payroll period.

19 (2) An employer is in compliance with the
20 requirements of subdivision (a) of Section 226
21 relating to total hours worked by the employee, if
22 hours worked in excess of the normal work period
23 during the current pay period are itemized as
24 corrections on the paystub for the next regular pay
25 period. Any corrections set out in a subsequently
26 issued paystub shall state the inclusive dates of
27 the pay period for which the employer is
28 correcting its initial report of hours worked.

(c) However, when employees are covered by a collective
bargaining agreement that provides different pay
arrangements, those arrangements shall apply to the
covered employees.

(d) The requirements of this section shall be deemed satisfied
by the payment of wages for weekly, biweekly, or
semimonthly payroll if the wages are paid not more than
seven calendar days following the close of the payroll
period.

65. Defendants failed to compensate Plaintiffs and the Aggrieved Employees for all
hours worked at the correct rates of pay, including overtime. Defendants failed to provide

1 Plaintiffs and the Aggrieved Employees with all meal and rest periods in compliance with
2 California laws. Defendants also failed to provide Plaintiffs and the Aggrieved Employees with
3 all premium wages on workdays they failed to provide them with one or more meal or rest periods
4 in compliance with California laws. As a result, Defendants failed to timely pay all earned
5 minimum, overtime, and premium wages due during employment within the time periods set by
6 California Labor Code section 204.

7 **G. UNTIMELY FINAL WAGES**

8 66. Labor Code § 201 provides that all earned and unpaid wages of an employee who
9 is discharged are due and payable immediately at the time of discharge.

10 67. Labor Code § 202 provides that all earned and unpaid wages of an employee who
11 quits after providing at least 72-hours notice before quitting are due and payable at the time of
12 quitting and that all earned and unpaid wages of an employee who quits without providing at least
13 72-hours notice before quitting are due and payable within 72 hours.

14 68. By failing to pay earned minimum and premium wages to Plaintiffs and the
15 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
16 violation of Labor Code § 201 or § 202.

17 69. Plaintiffs are informed and believe that Defendants' failures to timely
18 pay Plaintiffs and the Aggrieved Employees all of their earned and unpaid wages (described
19 above) have been willful in that, at all relevant times, Defendants have deliberately maintained
20 policies and practices that violate the requirements of the Labor Code and the Wage Order, even
21 though at all relevant times, they have had the ability to comply with those legal requirements.

22 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

23 70. Labor Code § 1174 states:

24 Every person employing labor in this state shall:

25 ...

26 (c) Keep a record showing the names and addresses of all employees
employed and the ages of all minors.

27 (d) Keep, at a central location in the state or at the plants or establishments
28 at which employees are employed, payroll records showing the hours
worked daily by and the wages paid to, and the number of piece-rate

units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

71. Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

72. Section 7 of the Wage Order states:

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

73. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

74. On information and belief, Defendants have willfully failed to maintain the records

1 required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned
2 for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiffs
3 and the Aggrieved Employees.

4 75. Accordingly, Plaintiffs seek an award of civil penalties against the Defendants on
5 behalf of himself and all of the other Aggrieved Employees as follows: (1) \$500 for each
6 aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code
7 section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor
8 Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per
9 pay period (penalties set by Labor Code section 2699(f)(2)).

10 **I. CIVIL PENALTIES SOUGHT**

11 76. During the applicable time period, Defendants violated California Labor Code
12 §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558, 1174, 1194, 1197, 1198, 2802 and
13 related Labor Code statutes.

14 77. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
15 behalf of themselves and other current or former employees, to bring a civil action to recover civil
16 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

17 78. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the Aggrieved
18 Employees are entitled to recover civil penalties for each of the Defendants' violations of
19 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558, 1174, 1194,
20 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

21 A. For violations of California Labor Code § 204, one hundred dollars
22 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
23 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
24 (penalty amounts established by California Labor Code § 210).

25 B. For violations of California Labor Code § 226, two hundred fifty dollars
26 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
27 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

28 C. For violations of California Labor Code §§ 510 and 512, fifty dollars

1 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
2 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
3 each pay period for which the employee was underpaid (penalty amounts established by
4 California Labor Code § 558).

5 D. For violations of California Labor Code § 1174, five hundred dollars
6 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
7 by Labor Code § 1174.5).

8 E. For violations of California Labor Code § 1197, one hundred dollars
9 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
10 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
11 (regardless of whether the initial violations were intentionally committed) (penalty amounts
12 established by California Labor Code § 1197.1).

13 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
14 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for
15 each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
16 period for each subsequent violation (penalty amounts established by California Labor Code
17 § 2699(f)(2)).

18 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

19 79. Plaintiffs have complied with the procedures for bringing suit specified in
20 California Labor Code § 2699.3. By letter dated September 18, 2024, Plaintiffs gave written
21 notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and
22 Defendants of the specific provisions of the California Labor Code alleged to have been violated,
23 including the facts and theories to support the alleged violations. The LWDA has failed to take
24 action in response within 65 days of Plaintiffs’ notice dated September 18, 2024.

25 80. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved
26 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
27 connection with their claims for civil penalties.

28 **PRAYER FOR RELIEF**

81. WHEREFORE, Plaintiffs, on behalf of themselves and the Aggrieved

1 Employees, pray for relief and judgment against Defendants as follows:

- 2 A. Civil penalties;
3 B. Costs of suit;
4 C. Reasonable attorneys' fees; and
5 D. Such other relief as the Court deems just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs, on behalf of themselves and all other Aggrieved Employees, hereby demand a
8 jury trial on all issues so triable.

9 Respectfully submitted,

10 Dated: May 15, 2025

MM LAW, APC

11 By: Maralle Messrelan
12 Maralle Messrelan, Esq.
13 Attorney for Plaintiffs,
14 Bethany Clayton, Yasmin Soltani, and
15 all others similarly situated
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