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10 Attorneys for Plaintiff JORDIN MARIE JULICK,
11 individually and on behalf of all others similarly situated

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SAN DIEGO**

14 JORDIN MARIE JULICK, individually and on
15 behalf of all others similarly situated,

16 Plaintiff(s),

17 v.

18 EAST VILLAGE TAVERN & BOWL LLC;
19 and DOES 1 through 100,

20 Defendant(s).

Case No. 24CU027344C

COMPLAINT

1. Meal Break Violation
2. Rest Break Violation
3. Wage Statement Violation
4. Unfair Competition
5. PAGA Allegations

21 **RELEVANT PARTIES**

22 1. Plaintiff JORDIN MARIE JULICK ("Plaintiff") is an adult resident of San Diego County,
23 California, and was at all times relevant residing in San Diego County, California.

24 2. Defendant EAST VILLAGE TAVERN & BOWL LLC ("Defendant") is a California
25 corporation with its principal place of business located in San Diego County, California. Defendant
26 is registered to and does conduct business in the State of California and is subject to the laws of the
27 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
28 they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such

1 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
2 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
3 informed and believes, and based on such information and belief alleges, that each of the fictitiously
4 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
5 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
6 and Doe Defendants are collectively referred to as “Defendants”.

7 **JURISDICTION AND VENUE**

8 4. This action is properly filed in San Diego County because the acts and omissions that give
9 rise to Plaintiff’s claims took place in San Diego County, and Defendants transact substantial
10 business in this County.

11 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
12 alleged herein occurred in San Diego County, California and Plaintiff suffered damages from such
13 conduct within San Diego County, California.

14 **FACTUAL ALLEGATIONS**

15 6. At all times relevant, Plaintiff was Defendants’ employee.

16 7. Plaintiff was employed by Defendants since March 2023 as Server/Host.

17 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
18 discouraged as a matter of company policy. Despite not being provided with compliant meal breaks,
19 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

20 9. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
21 required to remain on call, on duty, and on premises during rest breaks. Despite not being provided
22 with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
23 Plaintiff’s regular rate of pay.

24 10. Defendants failed to provide Plaintiff with accurate wage statements because the wage
25 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
26 other things.

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PAGA ALLEGATIONS

11. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

12. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

13. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

14. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

15. On September 17, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

16. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

17. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to September 17, 2024, through final disposition of this action.”

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Periods**

3 **By Plaintiff Against All Defendants**

4 18. Plaintiff incorporates by reference the paragraphs above.

5 19. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
6 employee for a work period of more than five hours per day without providing the employee with a
7 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than 30 minutes”.

9 20. An employer provides compliant meal breaks to its employees “if it relieves its employees
10 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
11 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
12 1004, 1040 (2012)).

13 21. Not only must an employer affirmatively relieve its employees of all duty during their meal
14 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
15 (*Brinker*, supra).

16 22. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

17 23. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
18 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
19 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
20 11 Cal. 5th 858 (2021)).

21 24. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
22 break was missed.

23 25. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
24 penalties, attorney fees, and costs.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Provide Compliant Rest Periods**

27 **By Plaintiff Against All Defendants**

28 26. Plaintiff incorporates by reference the paragraphs above.

1 27. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
2 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
3 per four hours or major fraction thereof.

4 28. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
5 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
6 5th 257, 269 (2016)).

7 29. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

8 30. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
9 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
10 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
11 11 Cal. 5th 858 (2021)).

12 31. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
13 break was missed.

14 32. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
15 penalties, attorney fees, and costs.

16 **THIRD CAUSE OF ACTION**

17 **Wage Statement Penalties**

18 **By Plaintiff Against All Defendants**

19 33. Plaintiff incorporates by reference the paragraphs above.

20 34. Labor Code section 226(a) requires employers to provide itemized wage statements to its
21 employees that identify accurate information regarding their compensation. Defendants, as a matter
22 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
23 statements to Plaintiff in violation of Labor Code section 226(a).

24 35. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
25 and incomplete.

26 36. Defendants knowingly and intentionally issued wage statements that were inaccurate and
27 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
28 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 37. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **FOURTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 38. Plaintiff incorporates by reference the paragraphs above.

7 39. Defendants' conduct described herein constitutes unfair competition.

8 40. Specifically, Defendants have gained an unfair advantage over other similarly situated
9 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
10 owed.

11 41. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 42. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **FIFTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **By Plaintiff and the Aggrieved Employees Against All Defendants**

17 43. Plaintiff incorporates by reference the paragraphs above.

18 44. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 45. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 46. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
22 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
23 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

24 47. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
25 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
26 the penalties in Labor Code section 2699 apply.

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1 48. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
2 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
3 and 2699 apply.

4 49. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
5 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
6 the manner alleged herein.

7 50. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
8 to Labor Code section 2699(g).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

11 First Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code section 226.7
13 2. Interest
14 3. Attorneys' fees
15 4. Costs
16 5. Other relief the court deems proper

17 Second Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code section 226.7
19 2. Interest
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Third Cause of Action

- 24 1. Penalties pursuant to Labor Code section 226
25 2. Attorneys' fees
26 3. Costs
27 4. Other relief the court deems proper
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1 Fourth Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Fifth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

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14 DATED: December 10, 2024

FRONTIER LAW CENTER

15 /s/ Daniel Ginzburg

Daniel Ginzburg

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17 Attorneys for Plaintiff
18 JORDIN MARIE JULICK,
19 individually and on behalf of all others
20 similarly situated
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