Amit Peery, Esq. (State Bar No. 179697)
THE PEERY LAW FIRM
4550 E. Thousand Oaks Blvd, Suite 100
Westlake Village, California 91362
Telephone: (818) 995-4079
Facsimile: (818) 999-6514
ap@peerylaw.com

Attorney for Plaintiff, Martin Felix, on behalf of himself and all "aggrieved employees" pursuant to Labor Code §2698 et seq.

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Assigned for All Purposes Including Trial To:
Hon. Jeffrey B. Jones

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

MARTIN FELIX, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.; Plaintiff, vs. SUNDANCE RESTAURANT HOLDINGS, LLC, a California limited liability company, OMAR BUKHOWA, an individual, MICHAEL MURRAY, an individual, POGGI FOODS, LLC, a California limited liability company, and DOES 1 through 10, inclusive, Defendants.	**CASE NO.:** ECU004318 **REPRESENTATIVE ACTION COMPLAINT FOR PENALTIES UNDER CALIFORNIA LABOR CODE 2698 ET SEQ. (Private Attorneys General Act)** **DEMAND FOR JURY TRIAL**

Plaintiff MARTIN FELIX, on behalf of himself and all "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), alleges as follows against all Defendants:

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I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Representative Action pursuant to Labor Code §2698 et seq. on behalf of Plaintiff and other non-exempt California employees who currently and/or formerly worked for Defendants ("Aggrieved Employees"). This PAGA action is brought on behalf of Plaintiff, the State of California as private attorney general and on behalf of the Aggrieved Employees who are or were employed by Defendants as non-exempt employees in California during the period September 13, 2023 and continuing to the present. .

2. During the year prior to the date Plaintiff began the process of exhausting the administrative requirements pursuant to Labor Code § 2698 et seq. (by submission with the California Labor and Workforce Development Agency ("LWDA") and properly serving Defendants with written notice of the claims herein) and continuing throughout and to the present, at all times, Defendants have:

a. Failed to pay all minimum, overtime and other wages that were due to Plaintiff and Aggrieved Employees during the course of their employment in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Among other things, Plaintiff and Aggrieved Employees were compelled to work "off the clock" and were not paid for such work. Further, Plaintiff and Aggrieved Employees often worked over 8 hours in a day and more than 40 hours in a week without receiving the appropriate rate of pay for such overtime.

b. Failed to pay premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Plaintiff and Aggrieved Employees were denied and unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, and were not paid premium wages of one hour's pay for each missed rest period. Defendants violated Labor Code § 226.7 and IWC Wage Order No. 5-2001;

c. Failed to pay premium wages to Plaintiff and other Aggrieved Employees who were denied compliant meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 5-2001. Plaintiff and Aggrieved Employees were denied, and not authorized to take,

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timely, uninterrupted, 30-minute meal periods for every shift worked that exceeded five hours in duration, and/or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours and they were not paid premium wages of one hour's pay for each missed compliant first and second meal periods. Defendants violated California Labor Code §§ 226.7, 512, 558 and IWC Wage Order 5-2001.

d. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by Defendants all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. Plaintiff and other Aggrieved Employees were not paid all wages due during the course of their employment, and as a result of this failure, Plaintiff and other Aggrieved Employees who were terminated were not timely paid all wages due at the separation of their employment. This violates the Labor Code §§ 201-202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

e. Failed to provide Plaintiff and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Wage statements provided by Defendant to Plaintiff and Aggrieved Employees failed, among other things, to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(l) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3 Defendants knew of their legal obligations to give and accurately state gross wages and net wages on pay statements but knowingly and intentionally failed to do so.

f. Defendants knew of their legal obligations with respect to the Labor Code as alleged herein but knowingly and intentionally acted in violation thereof.

3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 et seq., seeks all civil penalties arising from Defendants' violations of the California Labor Codes and IWC orders referenced above.

4. Plaintiff personally experienced each of the Labor Code violations alleged above in this Complaint.

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II.

PARTIES

5. Plaintiff, Martin Felix, was employed by Defendants as a non-exempt employee in California.

6. Defendant, Sundance Restaurants Holdings, LLC is a California limited liability company that employed Plaintiff and Aggrieved Employees in their restaurants located in California.

7. Defendant, Poggi Foods, LLC, is a California limited liability company that employed Plaintiff and Aggrieved Employees in their restaurants located in California.

8. Defendants Omar Bukhowa and Michael Murrary are individuals and the owners, directors, officers and/or managing agents of Sundance Restaurants Holdings LLC and Poggi Foods LLC.

9. At all relevant times alleged, the Aggrieved Employees were aggrieved employees of Defendants within the meaning of California Labor Code 2699(c).

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

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III.

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES

AGAINST ALL DEFENDANTS FOR

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

11. Plaintiff realleges and incorporates paragraphs 1 through 11 of this Complaint as though fully set forth herein.

12. On September 17, 2024, Plaintiff caused to be filed with the LWDA and served on Defendants, Sundance Restaurant Holdings, LLC, Poggi Foods, LLC, Omar Bukhowa and Michael Murray, a notice on behalf of himself and other aggrieved employees setting forth the facts and theories of the violations alleged herein against Defendants, as required by PAGA.

13. On May 9, 2025, Plaintiff filed with the LWDA and served on Defendants an amended notice adding Poggi Foods, LLC as an additional defendant (collectively with the September 17, 2024 notice, the "LWDA Notice").

14. Plaintiff has not and did not receive any notice from the LWDA in response to the LWDA Notice within sixty-five (65) calendar days of service / submission of the same.

15. By agreement with all named Defendants herein, the statute of limitations on all claims asserted herein were tolled for period starting November 14, 2024 and continuing through the date of the filing of this Complaint.

16. Plaintiff may, on behalf of himself and the Aggrieved Employees, commence and pursue this action to seek all civil penalties that could be assessed and collected (PAGA being intended to assist in the achievement of maximum compliance with state labor laws by empowering aggrieved employees to act as private attorneys general in order to recover civil penalties for Labor Code violations that would otherwise be prosecuted by the state).

17. Plaintiff seeks all civil penalties arising from the Labor Code violations alleged in paragraph 2 herein, including but not limited to those under Labor Code §§2699 et seq., 210, 226.3, 256, 558 and 1197.1, as applicable.

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18. Civil penalties recovered will be allocated 65% to the LWDA and 35% to the affected employees.

19. Plaintiff is entitled to and seeks recovery of the attorney fees and costs pursuant to Labor Code 2699 and all other applicable law.

20. By written agreement entered into by Plaintiff, on behalf of himself and Aggrieved Employees, and Defendants, any applicable limitations periods on bringing this action and the claims asserted herein were tolled through the date of filing this Complaint.

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties according to proof;
2. For reasonable attorneys' fees and costs;
3. Such other and further relief as this Court may deem just and proper.

DATED: September 18, 2025

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By: ______________________________

AMIT PEERY, Attorney for Plaintiff