

Assigned for All Purposes
Judge Randall J. Sherman

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CX-105

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KYLE PARKER and the putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

KYLE PARKER, an individual, on behalf of
himself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees

Plaintiff,

vs.

EARL OF SANDWICH (DL), LLC, a Florida
corporation; and DOES 1 through 50 inclusive

Defendants.

Case No. 30-2025-01450956-CU-OE-CXC

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF; ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.:**

1. **FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES [CAL.
LAB. CODE §§ 510, 1194, 1194.2,
and 1198];**
2. **FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES [CAL. LAB. CODE §§
1182.12, 1194; 1194.2; 1197; 1197.1;
and 1198 and CAL. CODE REGS.,
TIT. 8, §§ 11050];**
3. **FAILURE TO PROVIDE MEAL
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and CAL. CODE
REGS., TIT. 8, §§ 11050];**
4. **FAILURE TO PROVIDE REST
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and CAL. CODE
REGS., TIT. 8, §§ 11050];**
5. **FAILURE TO PROVIDE
ITEMIZED STATEMENTS AND
MAINTAIN ACCURATE
PAYROLL RECORDS [CAL. LAB.
CODE §§ 226(a), 1174(d), and**

- 1198];
6. VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 [CAL. LAB. CODE §§ 6300, et seq.];
 7. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];
 8. FAILURE TO REIMBURSE BUSINESS EXPENSES [CAL. LAB. CODE §§ 2800, 2802];
 9. FAILURE TO PROVIDE ADEQUATE SEATING [CAL. LAB. CODE § 1198];
 10. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §§ 17200, et seq.]; and,
 11. CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE § 410.10. The action is brought under CAL. CIV. PROC. CODE. § 382, the procedural provisions of FED. RULES OF CIV. PROC., RULE 23, and CAL. BUS. & PROF. CODE §§ 17200 et seq. Plaintiff brings this complaint on his own behalf, and on behalf of all persons in the putative Class as defined in Paragraph 15 below, and as aggrieved employees on behalf of all aggrieved employees.

2. Venue is proper in the Court pursuant to CAL. CIV. PROC. CODE §§ 395 and 395.5 because the claims made, and the CAL. LAB. CODE violations as against the persons identified herein, occurred in the County of Orange, California. Further, each of the Defendants operated their business in the County of Orange, California.

3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the CAL. LAB. CODE.

II.

THE PARTIES

PLAINTIFFS

4. KYLE PARKER is, and at all material times mentioned was:

- (a) An individual who resides in the County of Orange, California;
- (b) Jointly employed as an hourly paid employee by EARL OF SANDWICH (DL), LLC, and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about June 5, 2024 to on or about October 3, 2024;
- (c) Was not properly paid for overtime hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal period premiums;
- (f) Did not receive compliant rest periods or rest period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;
- (i) Did not receive reimbursements for necessary business expenses incurred in the course and scope of his employment;
- (j) Did not receive adequate seating;
- (k) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and

1 rest period wages owed within the time limits prescribed by CAL.
2 LABOR CODE § 201.

3 5. KYLE PARKER is referred to as “PLAINTIFF” throughout this Complaint.

4 **DEFENDANTS**

5 6. PLAINTIFF is informed and believe, and based upon that information and
6 belief allege, that Defendant EARL OF SANDWICH (DL), LLC, is, and at all times
7 mentioned was:

- 8 (a) A Florida corporation authorized to conduct business, and actually
9 conducting business, in Orange County, California;
- 10 (b) The owner and operator of the “Earl of Sandwich” restaurant and bar,
11 located at 1556 S. Disneyland Dr. Anaheim, CA 92802;
- 12 (c) Along with DOES 1 through 50 inclusive, was the former joint
13 employer of PLAINTIFF, the putative Class, and all aggrieved
14 employees, as EARL OF SANDWICH (DL), LLC, and DOES 1
15 through 50 inclusive controlled PLAINTIFF’S, the putative Class’,
16 and all aggrieved employees’ wages, hours, working conditions, and
17 how PLAINTIFF, the putative Class, and all aggrieved employees
18 were paid;
- 19 (d) Failed to properly pay PLAINTIFF, the putative Class, and all
20 aggrieved employees for overtime wages, for minimum wages, for
21 missed meal periods, for missed rest periods, failed to provide
22 PLAINTIFF, the putative Class, and all aggrieved employees with
23 accurate itemized wage statements, failed to provide PLAINTIFF, the
24 putative Class, and all aggrieved employees with a safe and healthy
25 workplace in violation of the California Occupational Safety and
26 Health Act of 1973, failed to pay PLAINTIFF, the putative Class, and
27 all aggrieved employees for wages due upon termination, failed to
28 provide PLAINTIFF, the putative Class, and aggrieved employees

1 with reimbursement of necessary business expenses incurred in
2 employees' course and scope of employment and failed to provide
3 PLAINTIFF the putative Class, and aggrieved employees with
4 adequate seating. Each of these transgressions violated the CAL. LAB.
5 CODE.

6 7. EARL OF SANDWICH (DL), LLC, and DOES 1 through 50 are collectively
7 referred to as "DEFENDANTS" throughout this Complaint.

8 8. The true names and capacities, whether individual, corporate, subsidiary,
9 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
10 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
11 under CAL. CIV. PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to
12 allege the true names and capacities of DOES 1 through 50, inclusive, when they are
13 ascertained.

14 9. PLAINTIFF is informed and believes, and based upon that information and
15 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
16 which reside in, or are otherwise doing business in the State of California. Each of the
17 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
18 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
19 the other Defendants named herein, and acted with permission, authorization and/or
20 ratification and consent of other Defendants.

21 10. PLAINTIFF is informed and believes, and based upon that information and
22 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
23 inclusive, are responsible in some manner for one or more of the events and happenings
24 that proximately caused the injuries and damages hereinafter alleged.

25 11. PLAINTIFF is informed and believes, and based upon that information and
26 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
27 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
28 employees of each of the other Defendants, and that each Defendant was acting within the

1 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
2 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
3 PLAINTIFF, the putative Class, and all aggrieved employees for their damages sustained as
4 a proximate result of Defendants' conduct.

5 12. PLAINTIFF is informed and believes, and based upon that information and
6 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
7 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
8 themselves and entered into a combination and systemized campaign of activity to *inter*
9 *alia* damage PLAINTIFF, the putative Class, and all aggrieved employees and to otherwise
10 consciously and/or recklessly act in derogation of PLAINTIFF'S, the putative Class', and
11 all aggrieved employees' rights, and the trust reposed by PLAINTIFF, the putative Class,
12 and all aggrieved employees in each of the Defendants, the acts being negligently and/or
13 intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that,
14 to PLAINTIFF'S information and belief, and to all appearances, Defendants represented a
15 unified body so that the actions of one Defendant were accomplished in concert with, and
16 with the knowledge, ratification, authorization and approval of each of the other
17 Defendants.

18 **ALTER-EGO ALLEGATIONS**

19 13. PLAINTIFF is informed and believes, and based upon that information and
20 belief alleges, that:

21 (a) Defendants EARL OF SANDWICH (DL), LLC, and DOES 1 through 50,
22 are, and at all relevant times were, mere shells without capital, assets, stock or
23 stockholders;

24 (b) Defendants EARL OF SANDWICH (DL), LLC, and DOES 1 through 50 are,
25 and at all relevant times were, the alter ego of Defendants DOES 1 through 50, inclusive,
26 and each of them, who were the controlling shareholders, officers, and directors of EARL
27 OF SANDWICH (DL), LLC, and DOES 1 through 50;
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1 (c) There is, and at all relevant times was, a unity of interest and/or ownership
2 between all of these Defendants so that any individuality or separateness between them has
3 ceased to exist in that EARL OF SANDWICH (DL), LLC, and DOES 1 through 50,
4 inclusive were and are under their control and domination; and,

5 (d) EARL OF SANDWICH (DL), LLC, and DOES 1 through 50, inclusive are,
6 and at all relevant times were, completely controlled, dominated, managed and operated by
7 Defendants DOES 1 through 50, inclusive, and each of them, so that EARL OF
8 SANDWICH (DL), LLC, and DOES 1 through 50 were mere shells, instrumentalities,
9 and/or conduits through which each of these Defendants conducted some or all of their/its
10 business. Adherence to the fiction of the separate existence of EARL OF SANDWICH
11 (DL), LLC, and DOES 1 through 50, inclusive as entities distinct from Defendants DOES 1
12 through 50, inclusive, or any of them, would permit an abuse of the corporate privilege and
13 sanction fraud or promote injustice in that, among other things, it would enable each of
14 these Defendants to avoid liability and to defraud his, her, or its creditors, the effect of
15 which would be to render each Defendant financially unable to respond to a monetary
16 judgment awarded against each or any of them in the action.

17 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
18 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB.
19 CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one
20 or more of the alleged violations was committed against them.

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III.

CLASS ALLEGATIONS

A. The Definition Of The Class

15. The Class consists of:

All current and former non-exempt employees, as well as those who were misclassified as exempt employees or independent contractors, of EARL OF SANDWICH (DL), LLC, in the State of California, at any time during the period commencing on the date that is within four years prior to the filing of this Complaint and continuing thereafter (the "Class Period").

B. Maintenance Of The Action

16. PLAINTIFF brings the action individually and on behalf of all similarly situated persons under CAL. BUS. & PROF. CODE §§ 17203 and 17204 and CAL. CIV. PROC. CODE § 382.

C. The Class Requisites

17. At all material times, PLAINTIFF was a member of the putative Class.

18. This class action meets the statutory prerequisites for maintaining a class action under CAL. CIV. PROC. CODE § 382, in that:

- (a) The persons who comprise the Class are so numerous that the joinder of all those persons is impracticable and the disposition of their claims as a class will benefit the parties and the court;
- (b) Nearly all factual, legal, statutory, declaratory, and injunctive-relief issues that are raised in this complaint are common to the Class and will apply uniformly to every Class member;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each Class member. PLAINTIFF, like all other putative Class members, has sustained damages arising from DEFENDANTS' violations of the laws of the State of California. PLAINTIFF, and the putative Class members, were and are similarly or identically harmed

1 by the same unlawful, deceptive, unfair, systematic and pervasive
2 pattern of misconduct engaged in by the DEFENDANTS;

- 3 (d) The representative PLAINTIFF has, and will continue to, fairly and
4 adequately represent and protect the interests of the Class, and has
5 retained counsel who is competent and experienced in class action
6 litigation. There are no material conflicts between the claims of the
7 representative Plaintiff and the Class members that would make class
8 certification inappropriate. Counsel for the Class will vigorously
9 assert the claims of all Class members.

10 19. The persons who comprise the Class are so numerous that joining all of them
11 is impracticable, and jointly adjudicating their claims will benefit the parties and the court.
12 PLAINTIFF'S claims are typical of the claims of the Class that PLAINTIFF seeks to
13 represent. PLAINTIFF will fairly and adequately protect the interests of the Class that he
14 seeks to represent. PLAINTIFF does not have any interests that are antagonistic to the
15 Class that he seeks to represent. Counsel for PLAINTIFF are experienced, qualified, and
16 generally able to conduct complex class action litigation.

17 20. The Court should permit the action to be maintained as a class action under
18 CAL. CIV. PROC. CODE § 382 because:

- 19 (a) The questions of law and fact common to the Class predominates over
20 any question affecting only individual members;
- 21 (b) A class action is superior to any other available method for fairly and
22 efficiently adjudicating the claims of the Class;
- 23 (c) The Class members are so numerous that it is impractical to bring all
24 of them before the Court;
- 25 (d) PLAINTIFF and the other Class members will not be able to obtain
26 effective and economic legal redress unless the action is maintained as
27 a class action;
- 28 (e) There is a community of interest in obtaining appropriate legal and

1 equitable relief for the statutory violations, and in obtaining adequate
2 compensation for the damages and injuries for which DEFENDANTS
3 are responsible in an amount sufficient to adequately compensate the
4 Class members;

- 5 (f) Without Class certification, the prosecution of separate actions by
6 individual Class members would create a risk of:
- 7 i. Inconsistent or varying adjudications for individual Class
8 members that would establish incompatible standards of
9 conduct for DEFENDANTS; and/or,
 - 10 ii. Adjudications for individual Class members that would, as a
11 practical matter, dispose of other non-party members' interests,
12 or that would substantially impair or impede the non-parties'
13 ability to protect their interests, by, for example, potentially
14 exhausting the funds available from DEFENDANTS; and,
- 15 (g) DEFENDANTS have acted or refused to act on grounds generally
16 applicable to the Class, making final injunctive relief appropriate for
17 the Class as a whole.

18 21. PLAINTIFF contemplates eventually issuing notice to the proposed Class
19 members that would set forth the subject and nature of the action. The DEFENDANTS' own
20 business records may be utilized for assisting to prepare and issue the contemplated notice. To
21 the extent that any further notices may be required, PLAINTIFF would contemplate using
22 additional media and/or mailings.

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1 IV.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 22. At all times herein set forth, PAGA provides that any provision of law under
4 the CAL. LAB. CODE and applicable IWC Wage Order that provides for a civil penalty to be
5 assessed and collected by the LWDA for violations of the CAL. LAB. CODE and applicable
6 IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil
7 action brought on behalf of themselves and other current or former employees pursuant to
8 procedures outlined in CAL. LAB. CODE § 2699.3.

9 23. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as
10 “any person who was employed by the alleged violator and against whom one or more of
11 the alleged violations was committed.”

12 24. PLAINTIFF and other current and former employees of DEFENDANTS are
13 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all
14 Defendants’ current or former employees and one or more of the alleged violations were
15 committed against them.

16 25. On October 29, 2024, PLAINTIFF provided written notice by online filing to the
17 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
18 Labor Code alleged to have been violated, including facts and theories to support the alleged
19 violations, in accordance with CAL. LAB. CODE § 2699.3. PLAINTIFF’S notice was
20 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
21 Administrator confirmed receipt of PLAINTIFF’S written notice and assigned PLAINTIFF the
22 PAGA Case Number LWDA-CM-1058983-24.

23 26. PLAINTIFF has satisfied the administrative prerequisites under CAL. LAB. CODE
24 §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for violations of
25 CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2,
26 1197, 1197.1, 1198, 2800, 2802; 6300, *et seq*, and the applicable regulations.

27 27. CAL. LAB. CODE § 558(a) provides, “Any employer or other person acting on
28 behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare Commission
2 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
3 each underpaid employee for each pay period for which the employee was underpaid.... (2) For
4 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
5 pay period for which the employee was underpaid....” Labor Code section 558(d) provides,
6 “The civil penalties provided for in this section are in addition to any other civil or criminal
7 penalty provided by law.”

8 28. DEFENDANTS, at all times relevant to this complaint, were employers or persons
9 acting on behalf of an employer(s) who violated PLAINTIFF’S and other aggrieved employees’
10 rights by violating various sections of the CAL. LAB. CODE as set forth above.

11 29. As set forth below, DEFENDANTS have violated numerous provisions of both the
12 CAL. LAB. CODE sections regulating hours and days of work as well as the applicable IWC
13 Wage Order.

14 30. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a),
15 2699.3(c), and 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private
16 attorneys general, seek assessment and collection of civil penalties for himself, all other
17 aggrieved employees, and the State of California against DEFENDANTS for violations of CAL.
18 LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2,
19 1197, 1197.1, 1198, 2800, 2802; 6300, *et seq*, and the applicable regulations.

20 V.

21 THE CONDUCT

22 31. DEFENDANTS operate the “Earl of Sandwich” restaurant and bar, located at
23 1556 S. Disneyland Dr. Anaheim, CA 92802

24 32. DEFENDANTS’ business requires the use of “non-exempt” employees as
25 defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended),
26 including, but not limited to, general managers, hosts, wait staff / cashiers, food runners,
27 bussers, bartenders, cooks, prep cooks, dishwashers, and janitors.

28 33. DEFENDANTS jointly employed PLAINTIFF from on or about June 5, 2024 to

1 on or about October 3, 2024 as a “General Manager.” Mr. Parker’s job duties included,
2 without limitation, assisting the back of the house and front of the house operations,
3 including performing serving, bartending, hosting, seating, and cooking tasks, and
4 scheduling, for DEFENDANTS, in California.

5 34. DEFENDANTS typically employed PLAINTIFF five days per week.
6 PLAINTIFF was typically scheduled by DEFENDANTS to work from 1:30 p.m. to 10:30
7 p.m. Additionally, on occasion, DEFENDANTS would require PLAINTIFF to work until
8 11:00 p.m. or later. DEFENDANTS paid PLAINTIFF a salary of \$72,000.00 per year,
9 throughout his employment, regardless of the hours he worked.

10 35. During PLAINTIFF’S, the putative Class’s, and all aggrieved employees’
11 employment, DEFENDANTS exercised complete and unfettered control over
12 PLAINTIFF’S, the putative Class’s, and all aggrieved employees’ work schedules; their
13 hours worked; their rate of pay and method of payment; dictated how PLAINTIFF, the
14 putative Class, and all aggrieved employees would actually perform their job duties; and
15 dictated when PLAINTIFF, the putative Class, and all aggrieved employees could or could
16 not take lunch or rest breaks. PLAINTIFF, the putative Class, and all aggrieved employees
17 could not exercise discretion and independent judgment in performing their tasks.
18 PLAINTIFF, the putative Class, and all aggrieved employees had to obtain approval on all
19 actions they took on their jobs. Additionally, PLAINTIFF, the putative Class, and all
20 aggrieved employees did not have authority to hire or fire employees nor did they have any
21 input regarding whether to hire and fire employees. As such, CAL. CODE REGS. § 11050,
22 including the applicable California Wage Order apply to PLAINTIFF, the putative Class,
23 and all aggrieved employees. PLAINTIFFS, the putative Class, and all aggrieved
24 employees were not exempt employees or independent contractors.

25 36. During PLAINTIFF’S, the putative Class’s, and all aggrieved employees
26 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and
27 all aggrieved employees for overtime hours worked.
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1 37. CAL. LAB. CODE § 510 provides that employees in California shall not be
2 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
3 additional compensation beyond their regular wages in amounts specified by law.

4 38. CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
5 employers to pay employees the minimum wage fixed by the California Industrial Welfare
6 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

7 39. During PLAINTIFF'S, the putative Class's, and all aggrieved employees'
8 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and
9 all aggrieved employees minimum wages for all hours worked.

10 40. DEFENDANTS failed to permit PLAINTIFF, the putative Class, and all aggrieved
11 employees to take code-complaint meal periods.

12 41. DEFENDANTS regularly failed to provide PLAINTIFF, the putative Class,
13 and all aggrieved employees with code-compliant thirty (30) minute meal periods during
14 shifts in excess of five (5) hours, and a second meal period of at least thirty (30) minutes
15 during shifts in excess of ten (10) hours. When meal periods were provided, they were
16 provided at incorrect times, were shorter in duration than 30 minutes or were interrupted.
17 DEFENDANTS effectively maintained control over PLAINTIFF, the putative Class, and
18 all aggrieved employees during the meal periods that were provided. On each day where a
19 code-compliant thirty (30) minute meal period was not provided to PLAINTIFF, the
20 putative Class, and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFF, the
21 putative Class, and all aggrieved employees one additional hour of pay at their regular rates
22 of pay.

23 42. DEFENDANTS refused to allow PLAINTIFF, the putative Class, and all
24 aggrieved employees to take code-complaint rest periods.

25 43. DEFENDANTS did not provide PLAINTIFF, the putative Class, and all
26 aggrieved employees with a code compliant 10-minute net rest period for every four (4)
27 hours or major fraction thereof worked. Where rest periods were provided, they were
28 shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)

1 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
2 over PLAINTIFF, the putative Class, and all aggrieved employees during rest periods that
3 were provided. On each day when code-compliant ten (10) minute rest periods were not
4 provided to PLAINTIFF, the putative Class, and all aggrieved employees, DEFENDANTS
5 failed to pay PLAINTIFF, the putative Class, and all aggrieved employees one additional
6 hour of pay at their regular rates of pay.

7 44. Under California law, an employee who works more than 4 hours or major
8 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who
9 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
10 second meal period of at least 30 minutes if he or she works more than 10 hours in a
11 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
12 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
13 amended) must pay a premium to the employee of one additional hour of pay at the
14 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
15 LAB. CODE § 226.7(b).)

16 45. DEFENDANTS completely failed to provide wage statements to PLAINTIFF.
17 Any wage statements that DEFENDANTS did provide to PLAINTIFF, the putative Class,
18 and all aggrieved employees did not conform with CALIFORNIA LABOR CODE § 226 as those
19 wage statements failed to accurately reflect PLAINTIFF'S, the putative Class', and all
20 aggrieved employees' hours worked, including overtime wages, minimum wages, missed
21 meal periods, missed rest periods, failed to state the correct rate of pay, and failed to
22 provide a listing of the correct employer entity address.

23 46. DEFENDANTS forced PLAINTIFF, the putative Class, and all aggrieved
24 employees to work in unsafe, and unhealthy conditions, all in violation of California
25 Occupational Safety and Health Act of 1973 and the CALIFORNIA CODE OF REGULATIONS.
26 DEFENDANTS exposed PLAINTIFF, the putative Class, and all aggrieved employees to a
27 violent co-worker: Juan. After PLAINTIFF reported Juan to DEFENDANTS' human
28 resources department for allegedly falsifying employee disciplinary documents, Juan began

1 to target PLAINTIFF. Among other incidents, Juan yelled “shut the f--- up” and spit on
2 PLAINTIFF. In response, rather than suspending Juan, DEFENDANTS terminated
3 PLAINTIFF.

4 47. As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly failed to
5 properly assess its workplace for hazardous conditions and implement a proper and effective
6 written injury-prevention program and violence prevention plan to protect PLAINTIFF, the
7 putative Class, and all aggrieved employees from workplace hazards and violent co-workers.

8 48. DEFENDANTS’ conduct flagrantly violated, among other laws, the California
9 Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*)
10 and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety and Health
11 Act of 1973 requires employers to, inter alia, furnish employment and a place of
12 employment that is safe and healthful for the employees, to establish, implement, and
13 maintain a written and effective injury prevention program and a violence prevention plan,
14 and to assess the workplace to determine if hazards are present.

15 49. CAL. LAB. CODE § 201(a) provides that a discharged employee’s unpaid wages
16 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
17 having a written contract for a definite period is terminated, his or her wages become
18 immediately due and payable. CAL. LAB. CODE § 203(a) provides, “If an employer willfully
19 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
20 any wages of an employee who is discharged or who quits, the wages of the employee shall
21 continue as a penalty from the due date thereof at the same rate until paid or until an action
22 therefore is commenced; but the wages shall not continue for more than 30 days.”

23 50. Under CAL. LAB. CODE § 203, PLAINTIFF, the putative Class, and all
24 aggrieved employees are entitled to one day’s wages for each day they were not timely paid
25 all wages due, up to a maximum of 30 days’ wages. Because DEFENDANTS failed to pay
26 overtime wages, minimum wages, meal period wages, and rest period wages to
27 PLAINTIFF, the putative Class, and all aggrieved employees, each of these individuals
28 whose employment has been terminated during the applicable statutory period, including

1 PLAINTIFFS, are entitled to 30 days' wages. Additionally, Despite terminating
2 PLAINTIFF on or about October 3, 2024, DEFENDANTS willfully failed to provide
3 PLAINTIFF with his final paycheck until October 26, 2024.

4 51. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
5 conditions of labor that are prohibited by the applicable wage order. California Code of
6 Regulations, Title 8, section 11050(14)(A) provides that all working employees shall be
7 provided with suitable seats when the nature of the work reasonably permits the use of
8 seats." California Code of Regulations, Title 8, section 11050(14)(B) provides that [w]hen
9 employees are not engaged in the active duties of their employment and the nature of the
10 work requires standing, an adequate number of suitable seats shall be placed in reasonable
11 proximity to the work area and employees shall be permitted to use such seats when it does
12 not interfere with the performance of their duties.

13 52. DEFENDANTS violated CAL. LAB. CODE § 1198 and California Code of
14 Regulations, Title 8, section 11050(14)(A) and (B) because they failed to provide adequate
15 seating to PLAINTIFF, the putative Class, and other aggrieved employees while on and off
16 duty. PLAINTIFF, the putative Class, and other aggrieved employees spent a substantial portion
17 of their day behind a host table, cash registers, or Point of Sale systems, regardless of their
18 actual job titles or descriptions. The nature of the work of an employee performing customer
19 service or cashier duties can reasonably be accomplished from a seated position. However,
20 DEFENDANTS did not provide seats or stools at or near the host table, cash registers or Point
21 of Sale Systems, forcing employees, including PLAINTIFF, the putative Class, and other
22 aggrieved employees, to stand throughout their work shifts. Additionally, PLAINTIFF, the
23 putative Class, and other aggrieved employees, who were otherwise required to work standing at
24 all times, were forced to continue to stand during times when they were not engaged in the
25 active duties of their employment. DEFENDANTS did not have a break room.

26 53. DEFENDANTS did not properly reimburse PLAINTIFF, the putative Class,
27 and other aggrieved employees for all necessary expenditures incurred in the course and
28 scope of PLAINTIFF'S, the putative Class's, and other aggrieved employees' employment,

1 as required by CAL. LAB. CODE §§ 2800 and 2802. Examples of necessary unreimbursed
2 business-related expenses include, but were not limited to PLAINTIFF’S, the putative
3 Class, and other aggrieved employees purchases and use of personal cell phones, personal
4 cell phone plans, personal iPads, and the purchase of restaurant supplies, as required by
5 DEFENDANTS.

6 **FIRST CAUSE OF ACTION**
7 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
8 **DAMAGES**

9 **[CAL. LAB. CODE §§ 510, 1194, 1194.2 and 1198, and CAL. CODE REGS., tit. 8, § 11050]**
10 **(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,**
11 **and Against All DEFENDANTS)**

12 54. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 53,
13 inclusive, of this Complaint and they are incorporated herein by this reference.

14 55. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
15 were the joint employers of PLAINTIFF, and the putative Class.

16 56. CAL. LAB. CODE § 510 provides that employees in California shall not be
17 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
18 additional compensation beyond their regular wages in amounts specified by law.

19 57. CAL. CODE REGS. § 11050(3)(A)(1) provides that overtime hours shall be
20 compensated at: (a) One and one-half (1 ½) times the employee’s regular rate of pay for all
21 hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and
22 for the first eight (8) hours worked on the seventh (7th) consecutive day of work in
23 a workweek; and (b) Double the employee’s regular rate of pay for all hours worked in
24 excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on
25 the seventh (7th) consecutive day of work in a workweek.

26 58. CAL. LAB. CODE § 1194 establishes an employee’s right to recover unpaid
27 overtime compensation, interest thereon, together with the costs of suit, and attorneys’ fees.
28

1 CAL. LAB. CODE § 1198 states that the employment of an employee for longer hours than
2 those fixed by the Industrial Welfare Commission is unlawful.

3 59. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an
5 action for payment of a wage less than the minimum wage fixed by the Industrial Welfare
6 Commission or by statute.

7 60. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
8 than 8 hours in a workday and/or 40 hours in a workweek as employees of DEFENDANTS.
9 At all times relevant hereto, PLAINTIFF, and the putative Class were paid on an hourly
10 basis, or should have been paid on an hourly basis.

11 61. At all times relevant hereto, DEFENDANTS failed to pay overtime
12 compensation to PLAINTIFF, and the putative Class for the hours they worked in excess of
13 maximum hours permissible by law as required by CAL. LAB. CODE §§ 510, 1194, and
14 1198.

15 62. DEFENDANTS acted intentionally, oppressively, and maliciously toward
16 PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the
17 consequences to them, with the intent of depriving them of property and legal rights and
18 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
19 overtime wages, PLAINTIFF, and the putative Class have suffered, and will continue to
20 suffer, damages in the amounts which are presently unknown to them but which exceed the
21 jurisdictional limits of the court and which will be ascertained according to proof at trial.

22 63. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
23 overtime wages according to proof, interest, as well as the assessment of all applicable
24 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
25 and/or other statutes. PLAINTIFF, individually, and on behalf of the putative Class, also
26 seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and
27 reasonable attorneys' fees and costs.

28 ///

72. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay wages, PLAINTIFF, and the putative Class have suffered, and will continue to suffer damages in an amount that is presently unknown to them but which exceeds the jurisdictional limits of the court and which will be ascertained according to proof at trial.

73. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover minimum wages according to proof, interest, and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFF, individually, and on behalf of the putative Class, also seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE MEAL PERIODS

[CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050]

**(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,
and Against All DEFENDANTS)**

74. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 73, inclusive, of this Complaint and they are incorporated herein by this reference.

75. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF, and the putative Class.

76. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050(11)(A) provide that an employee who works more than five (5) hours in a day is entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if he or she works more than ten (10) hours in a workday.

77. CAL. LAB. CODE § 226.7 and CAL. CODE REGS., TIT. 8, § 11050(11)(B) provide that if an employer fails to provide an employee a meal period in accordance with the

1 section, the employer shall pay the employee one (1) hour of pay at the employee's regular
2 rate of compensation for each workday that the meal period is not provided.

3 78. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
4 than five (5) hours in a workday for DEFENDANTS.

5 79. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
6 than ten (10) hours in a workday for DEFENDANTS.

7 80. DEFENDANTS regularly failed to provide PLAINTIFF, and the putative Class
8 with compliant thirty (30) minute meal periods during shifts in excess of five (5) hours and
9 compliant second meal periods of at least thirty (30) minutes during shifts in excess of ten
10 (10) hours. When meal periods were provided, they were provided at the incorrect times,
11 were shorter in duration than 30 minutes, or were interrupted. DEFENDANTS effectively
12 maintained control over PLAINTIFF, and the putative Class during the meal periods that
13 were provided. On each day where a compliant thirty (30) minute meal period was not
14 provided to PLAINTIFF, and the putative Class, DEFENDANTS failed to pay PLAINTIFF,
15 and the putative Class one additional hour of pay at PLAINTIFF'S, and the putative Class's
16 regular rates of pay.

17 81. DEFENDANTS have intentionally and improperly denied meal periods to
18 PLAINTIFF, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
19 CAL. CODE REGS., TIT. 8, § 11050(11) and other regulations and statutes.

20 82. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
21 PLAINTIFF, and the putative Class, PLAINTIFF, and the putative Class, have suffered,
22 and will continue to suffer, damages in amounts which are presently unknown to
23 PLAINTIFF, and the putative Class, but which damages exceed the jurisdictional limits of
24 the court and which will be ascertained according to proof at trial.

25 83. PLAINTIFF is informed and believes, and based upon that information and
26 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
27 hourly paid, or misclassified, employees. DEFENDANTS acted intentionally, oppressively,
28 and maliciously toward PLAINTIFF, and the putative Class, with a conscious disregard of

1 their rights, or the consequences to PLAINTIFF, and the putative Class, with the intent of
2 depriving PLAINTIFF, and the putative Class of property and legal rights and otherwise
3 causing PLAINTIFF, and the putative Class injury.

4 84. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
5 meal-period compensation according to proof, interest, all applicable statutory penalties
6 against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes,
7 and reasonable attorneys' fees and costs.

8 **FOURTH CAUSE OF ACTION**

9 **FOR FAILURE TO PROVIDE REST PERIODS**

10 **[CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050]**

11 **(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,**
12 **and Against All DEFENDANTS)**

13 85. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 84,
14 inclusive, of this Complaint and they are incorporated herein by this reference.

15 86. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
16 were the joint employers of PLAINTIFF, and the putative Class.

17 87. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050 (12)(A)
18 provide that employers shall authorize and permit all employees to take rest periods at the
19 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

20 88. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050(12)(B)
21 provide that if an employer fails to provide an employee with rest periods in accordance
22 with those statutes, the employer shall pay the employee one (1) hour of pay at the
23 employee's regular rate of compensation for each workday that the rest period was not
24 provided. The Wage Order provides a separate remedy for violations of meal period
25 requirements and violations of rest period requirements" and section 226.7 allows recovery
26 of up to two premium payments per work day – one for each type of violation. (*United*
27 *Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)
28

1 89. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
2 than four hours in a workday for DEFENDANTS.

3 90. At all times relevant hereto, DEFENDANTS failed to provide rest periods to
4 PLAINTIFF, and the putative Class as required by CAL. LAB. CODE §§ 226.7 and CAL.
5 CODE REGS., TIT. 8, § 11050(12).

6 91. DEFENDANTS did not provide PLAINTIFF, and the putative Class with a 10-
7 minute net rest period for every four (4) hours or major fraction thereof worked. Where rest
8 periods were provided, they were shorter in duration than 10 minutes, were interrupted, or
9 were not provided every four (4) hours or major fraction thereof worked. DEFENDANTS
10 effectively maintained control over PLAINTIFF, and the putative Class during rest periods
11 that were provided. On each day where compliant ten (10) minute rest periods were not
12 provided to PLAINTIFF, and the putative Class, DEFENDANTS failed to pay PLAINTIFF,
13 and the putative Class one additional hour of pay at their regular rates of pay.

14 92. DEFENDANTS have intentionally and improperly denied rest periods to
15 PLAINTIFF, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
16 CAL. CODE REGS., TIT. 8, § 11050(12).

17 93. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
18 PLAINTIFF, and the putative Class, PLAINTIFF, and the putative Class have suffered, and
19 will continue to suffer, damages in amounts that are presently unknown to PLAINTIFF, and
20 the putative Class, but which exceed the jurisdictional limits of the court and which will be
21 ascertained according to proof at trial.

22 94. PLAINTIFF is informed and believes, and based upon that information and
23 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF, and the
24 putative Class were entitled to rest periods and purposely elected not to provide rest
25 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
26 PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the
27 consequences to PLAINTIFF, and the putative Class, with the intent of depriving
28

1 PLAINTIFF, and the putative Class of property and legal rights and otherwise causing
2 PLAINTIFF, and the putative Class injury.

3 95. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
4 rest-period compensation according to proof, interest, all applicable statutory penalties
5 against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes,
6 and reasonable attorneys' fees and costs.

7 **FIFTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**
9 **ACCURATE PAYROLL RECORDS**

10 [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]

11 **(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,**
12 **and Against All DEFENDANTS)**

13 96. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 95
14 inclusive, of this Complaint and they are incorporated herein by this reference.

15 97. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
16 were the joint employers of PLAINTIFF, and the putative Class.

17 98. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt
18 employees with detailed and accurate wage statements (*i.e.* "pay stubs"). Specifically, the
19 statute provides:

20 Every employer shall, semimonthly or at the time of each payment of
21 wages, furnish each of his or her employees, either as a detachable
22 part of the check, draft, or voucher paying the employee's wages, or
23 separately when wages are paid by personal check or cash, an
24 accurate itemized statement in writing showing (1) gross wages
25 earned, (2) total hours worked by the employee, except for any
26 employee whose compensation is solely based on a salary and who is
27 exempt from payment of overtime under subdivision (a) of Section
28 515 or any applicable order of the Industrial Welfare Commission,
(3)) the number of piece-rate units earned and any applicable piece
rate if the employee is paid on a piece-rate basis, (4) all deductions,
provided that all deductions made on written orders of the employee
may be aggregated and shown as one item, (5) net wages earned, (6)
the inclusive dates of the period for which the employee is paid, (7)
the name of the employee and only the last four digits of his or her
social security number or an employee identification number other

1 than a social security number, (8) the name and address of the legal
2 entity that is the employer and, if the employer is a farm labor
3 contractor, as defined in subdivision (b) of Section 1682, the name
4 and address of the legal entity that secured the services of the
5 employer, and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly
7 rate by the employee and, beginning July 1, 2013, if the employer is a
8 temporary services employer as defined in Section 201.3, the rate of
9 pay and total hours worked for each temporary services assignment.

10 99. For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e) provides
11 that an employee: (a) is entitled to recover the greater of all actual damages or minimum
12 statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for
13 each subsequent violation, up to a maximum of \$4,000.

14 100. Additionally, CAL. LAB. CODE § 1174(d) provides, “Every person employing
15 labor in this state shall...[k]eep a record showing the names and addresses of all employees
16 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the
18 hours worked daily by and the wages paid to, and the number of piece-rate units earned by
19 and any applicable piece rate paid to, employees employed at the respective plants or
20 establishments....”

21 101. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
22 penalty if they fail to maintain accurate and complete records as required by section
23 1174(d).

24 102. DEFENDANTS intentionally failed to furnish to PLAINTIFF, and the putative
25 Class, upon the payment of wages, itemized wage statements in conformity with
26 CALIFORNIA LABOR CODE § 226. DEFENDANTS completely failed to provide wage
27 statements to PLAINTIFF. Any wage statements that DEFENDANTS did provide to
28 PLAINTIFF, and the putative Class, failed to accurately reflect PLAINTIFF’S, and the
putative Class’s hours worked, including overtime wages, minimum wages, missed meal
periods, missed rest periods, and failed to state the correct rate of pay. Additionally, the
wage statements failed to properly list the address of the employer.

103. PLAINTIFF, and the putative Class were damaged by these failures because, among other things, the failures led PLAINTIFF, and the putative Class to believe that they were not entitled to be paid for all hours worked even though they were so entitled, and because these failures hindered PLAINTIFF, and the putative Class from determining the amounts of wages owed to them.

104. PLAINTIFF is also informed and believes, and based upon that information and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records showing the daily hours PLAINTIFF, and the putative Class worked and the wages that should have been paid as a result of failing to record hours that PLAINTIFF, the putative Class worked, as well as PLAINTIFF'S, and the putative Class's missed meal periods and rest periods.

105. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198, and reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FOR VIOLATIONS OF THE CALIFORNA OCCUPATIONAL SAFETY AND

HEALTH ACT OF 1973

[CAL. LAB. CODE §§ 6300, et seq.]

**(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly
Situated, and Against All DEFENDANTS)**

106. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 105, inclusive, of this Complaint and they are incorporated herein by this reference.

107. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF, and the putative Class.

108. CALIFORNIA LABOR CODE sections 6400(a), 6402, and 6404 state that every employer shall furnish employment and a place of employment that is safe and healthful for the employees and that no employer shall require, or permit any employee to be in any

1 employment or place of employment which is not safe and healthful or occupy or maintain
2 a place of employment that is not safe and healthful.

3 109. In order to ensure a safe and healthy working environment for employees,
4 CALIFORNIA LABOR CODE section 6401 states:

5 Every employer shall furnish and use safety devices and safeguards, and shall
6 adopt and use practices, means, methods, operations, and processes which are
7 reasonably adequate to render such employment and place of employment
8 safe and healthful. Every employer shall do every other thing reasonably
9 necessary to protect the life, safety, and health of employees.

10 110. CALIFORNIA LABOR CODE section 6401.7 requires that an employer establish,
11 implement, and maintain a written and effective injury-prevention program, correct unsafe and
12 unhealthy conditions and work practices in a timely manner based on the severity of the hazard,
13 and train employees on occupational hazards.

14 111. CALIFORNIA LABOR CODE section 6401.9 requires an employer to establish,
15 implement, and maintain an effective workplace violence prevention plan.

16 112. CALIFORNIA LABOR CODE section 6403 requires employers to: (a) To provide and
17 use safety devices and safeguards reasonably adequate to render the employment and place of
18 employment safe; (b) to adopt and use methods and processes reasonably adequate to render the
19 employment and place of employment safe; and, (c) to do every other thing reasonably
20 necessary to protect the life, safety, and health of employees.

21 113. DEFENDANTS forced PLAINTIFF, and the putative Class to work in unsafe,
22 and unhealthy conditions, all in violation of California Occupational Safety and Health Act
23 of 1973 and the CALIFORNIA CODE OF REGULATIONS. DEFENDANTS exposed
24 PLAINTIFFS, the putative Class, and all aggrieved employees to a violent co-worker: Juan.
25 After PLAINTIFF reported Juan to DEFENDANTS' human resources department for
26 allegedly falsifying employee disciplinary documents, Juan began to target PLAINTIFF.
27 Among other incidents, Juan yelled "shut the f--- up" and spit on PLAINTIFF. In response,
28 rather than suspending Juan, DEFENDANTS terminated PLAINTIFF.

114. As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly failed to properly assess its workplace for hazardous conditions and implement a proper and effective written injury-prevention program and violence prevention plan to protect PLAINTIFF, and the putative Class from workplace hazards.

115. DEFENDANTS' conduct flagrantly violated, among other laws, the California Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*) and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety and Health Act of 1973 requires employers to, inter alia, furnish employment and a place of employment that is safe and healthful for the employees, to establish, implement, and maintain a written and effective injury prevention program, to implement a violence prevention plan, and to assess the workplace to determine if hazards are present.

116. DEFENDANTS' conduct flagrantly violated, among other laws, the California Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*) and the CALIFORNIA CODE OF REGULATIONS. PLAINTIFF, individually, and on behalf of the putative Class, request recovery of civil penalties, attorney's fees, costs, and interest thereon.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

[CAL. LAB. CODE § 203]

**(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,
and Against All DEFENDANTS)**

117. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 116, inclusive, of this Complaint and they are incorporated herein by this reference.

118. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF, and the putative Class.

119. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not having a written contract for a definite period is terminated, his or her wages become immediately due and payable.

1 120. CAL. LAB. CODE § 203 (a) provides, “If an employer willfully fails to pay,
2 without abatement or reduction, in accordance with Sections [201 and 202], any wages of
3 an employee who is discharged or who quits, the wages of the employee shall continue as a
4 penalty from the due date thereof at the same rate until paid or until an action therefore is
5 commenced; but the wages shall not continue for more than 30 days.”

6 121. Under CAL. LAB. CODE § 203, PLAINTIFF, and members of the putative Class
7 are entitled to one day’s wages for each day they were not timely paid all wages due, up to
8 a maximum of 30 days’ wages.

9 122. PLAINTIFF, and the putative Class did not have a written contract for definite
10 terms of employment.

11 123. DEFENDANTS discharged PLAINTIFF, and members of the putative Class
12 from their employment within the applicable statute of limitations. Upon termination,
13 DEFENDANTS willfully failed to pay PLAINTIFF, and members of the putative Class the
14 wages due to them—without abatement or reduction. Despite terminating PLAINTIFF on
15 or about October 3, 2024, DEFENDANTS willfully failed to provide PLAINTIFF with his
16 final paycheck until October 26, 2024. Additionally, because DEFENDANTS failed to pay
17 overtime wages owed, minimum wages owed, meal period wages owed, and rest period
18 wages owed, PLAINTIFF, individually, and on behalf of members of the putative Class,
19 seeks to recover 30 days’ wages, and applicable penalties. PLAINTIFF, individually, and
20 on behalf of the putative Class, also seeks reasonable attorneys’ fees and costs.

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EIGHTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

[CAL. LAB. CODE §§ 2800 and 2802]

**(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,
and Against All DEFENDANTS)**

124. PLAINTIFF repeats and re-alleges paragraphs 1 through 123, inclusive, of this Complaint and they are incorporated herein by this reference.

125. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF, and the putative Class.

126. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in an employee's course and scope of employment.

127. PLAINTIFF, and the putative Class, incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

128. Necessary unreimbursed business-related expenses include, but were not limited to PLAINTIFF'S, the putative Class, and other aggrieved employees purchases and use of personal cell phones, personal cell phone plans, personal iPads, and the purchase of restaurant supplies, as required by DEFENDANTS.

129. DEFENDANTS maintained a policy of requiring their employees to use personal cell phones, personal cell phone plans, personal iPads, and purchase restaurant supplies. DEFENDANTS, however, did not reimburse PLAINTIFF, and the putative Class, for the cost of these necessary items.

130. DEFENDANTS have intentionally and willfully failed to fully reimburse PLAINTIFF, and the putative Class, for necessary business-related expenses and costs in violation of CAL. LAB. CODE §§ 2800 and 2802.

131. Under CAL. LAB. CODE §§ 2800 and 2802, PLAINTIFF, on his own behalf, and on behalf of the putative Class, seeks to recover their business-related expenses incurred during the course and scope of their employment with DEFENDANTS, plus interest and

1 penalties. PLAINTIFF, on his own behalf, and on behalf of the putative Class, also seeks
2 reasonable attorneys' fees and costs.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ADEQUATE SEATING**

5 **[CAL. LAB. CODE § 1198; CAL. CODE REGS., TIT. 8, § 11050(14)]**

6 **(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,**
7 **and Against All DEFENDANTS)**

8 132. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 131,
9 inclusive, of this Complaint and they are incorporated herein by this reference.

10 133. Under the applicable IWC Wage Order 5-2001 (as amended),
11 DEFENDANTS were the joint employers of PLAINTIFF, and the putative Class.

12 134. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
13 conditions of labor that are prohibited by the applicable wage order.

14 135. CAL. LAB. CODE § 1198 requires that "...the standard conditions of labor
15 fixed by the commission shall be the . . . standard conditions of labor for employees. The
16 employment of any employee...under conditions of labor prohibited by the order is
17 unlawful."

18 136. CAL. CODE REGS., Tit. 8, § 11050(14)(A) provides, All working employees
19 shall be provided with suitable seats when the nature of the work reasonably permits the
20 use of seats."

21 137. CAL. CODE REGS., Tit. 8, § 11050(14)(B) provides "When employees are not
22 engaged in the active duties of their employment and the nature of the work requires
23 standing, an adequate number of suitable seats shall be placed in reasonable proximity to
24 the work area and employees shall be permitted to use such seats when it does not interfere
25 with the performance of their duties."

26 138. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS., Tit. 8, §
27 11050(14) because DEFENDANTS failed to provide adequate seating to PLAINTIFF, the
28 putative Class, and other aggrieved employees while they were on and off duty. PLAINTIFF,

1 the putative Class, and other aggrieved employees spent a substantial portion of their day behind
2 a host table, cash registers, or Point of Sale systems, regardless of their actual job titles or
3 descriptions. The nature of the work of an employee performing customer service or cashier
4 duties can reasonably be accomplished from a seated position. However, DEFENDANTS did
5 not provide seats or stools at or near the host table, cash registers or Point of Sale Systems,
6 forcing employees, including PLAINTIFF, the putative Class, and other aggrieved employees,
7 to stand throughout their work shifts. Additionally, PLAINTIFF, the putative Class, and other
8 aggrieved employees, who were otherwise required to work standing at all times, were forced to
9 continue to stand during times when they were not engaged in the active duties of their
10 employment. DEFENDANTS did not have a break room.

11 139. PLAINTIFFS and the putative Class are therefore entitled to recover all
12 remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS., Tit. 8, §
13 11050(14).

14 **TENTH CAUSE OF ACTION**

15 **FOR UNFAIR COMPETITION**

16 [CAL. BUS. & PROF. CODE §§ 17200, et seq.]

17 **(By PLAINTIFF, On His Own Behalf, On Behalf Of All Employees Similarly Situated,**
18 **and Against All DEFENDANTS)**

19 140. PLAINTIFF and the putative Class repeat and re-allege paragraphs 1 through 139,
20 inclusive, of this Complaint and they are incorporated herein by this reference.

21 141. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
22 were the joint employers of PLAINTIFF, and the putative Class. DEFENDANTS are also a
23 “person” as that term is defined under CAL. BUS. & PROF. CODE § 17021.

24 142. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any
25 unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by and
26 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
27 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, and the
28 putative Class, failing to pay minimum wages to PLAINTIFF, and the putative Class,

1 failing to provide compliant meal periods to PLAINTIFF, and the putative Class, failing to
2 provide compliant rest periods to PLAINTIFF, and the putative Class, failing to provide
3 accurate wage statements to PLAINTIFF, and the putative Class, failing to provide
4 reimbursement of necessary business expenses to PLAINTIFF, and the putative Class,
5 failing to provide PLAINTIFF, and the putative Class with a healthy and safe workplace
6 compliant with the California Occupational Safety and Health Act of 1973, failing to
7 provide PLAINTIFF, and the putative Class, with adequate seating, and failing to provide
8 wages due upon termination of employment to PLAINTIFF, and members of the putative
9 Class, under the applicable CAL. LAB. CODE, and Industrial Welfare Commission
10 requirements in violation of CAL. BUS. & PROF. CODE § 17200 et seq., and have thereby
11 deprived PLAINTIFF, and the putative Class of fundamental rights and privileges.

12 143. By and through the unfair and unlawful business practices described herein,
13 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF,
14 and the putative Class and have deprived them of valuable rights and benefits guaranteed
15 by law, all to the detriment of PLAINTIFF, and the putative Class.

16 144. All the acts described herein are violations of, among other things, the CAL.
17 LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5; are
18 unlawful and in violation of public policy; and in addition are immoral, unethical,
19 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
20 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

21 145. PLAINTIFF, and the putative Class are entitled to and seek such relief as may
22 be necessary to restore to them the money and property that DEFENDANTS have acquired,
23 or of which PLAINTIFF, and the putative Class have been deprived, by means of the
24 above-described unfair and unlawful business practices.

25 146. PLAINTIFF, and the putative Class are further entitled to seek a declaration
26 that the above-described business practices are unfair and unlawful and that an injunctive
27 relief should be issued restraining DEFENDANTS from engaging in any of the above-
28 described unfair and unlawful business practices in the future.

1 147. PLAINTIFF, and the putative Class have no plain, speedy, and/or adequate
2 remedy at law to redress the injuries that they have suffered as a consequence of
3 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
4 unlawful business practices described above, PLAINTIFF, and the putative Class have
5 suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained
6 from continuing to engage in these unfair and unlawful business practices. In addition,
7 DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF, and the
8 putative Class.

9 **ELEVENTH CAUSE OF ACTION**
10 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

11 **[California Labor Code § 2698, *et seq.*]**

12 **(By PLAINTIFF, On His Own Behalf, and As A Private Attorneys General for All**
13 **Aggrieved Employees, and Against All DEFENDANTS)**

14 148. PLAINTIFF repeats and re-allege paragraphs 1 through 147, inclusive, of this
15 Complaint and they are incorporated herein by this reference.

16 149. CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004
17 expressly establishes that any provision of the CAL. LAB. CODE which provides for a civil
18 penalty to be assessed and collected by the Labor and Workforce Development Agency
19 ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees
20 for a violation of the CAL. LAB. CODE, may be recovered through a civil action brought by an
21 aggrieved employee on behalf of himself or herself, and other current or former employees.

22 150. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
23 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
24 authorized to exercise the same discretion, subject to the same limitations and conditions, to
25 assess a civil penalty.

26 151. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
27 employees, are "aggrieved employees" as defined by CAL. LAB. CODE § 2699 in that they are all
28

1 current or former employees of DEFENDANTS, and one or more of the alleged violations was
2 committed against them.

3 152. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and on
4 behalf of all aggrieved employees in his capacity as a Private Attorneys General, and seeks all
5 statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

6 153. On October 29, 2024, PLAINTIFF gave written notice by certified mail to
7 DEFENDANTS of the specific code provisions alleged to have been violated, as required by
8 CAL. LAB. CODE § 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice” to
9 the Labor and Workforce Development Agency (“LWDA”) through its online portal.
10 PLAINTIFF’s PAGA Notice Letter and LWDA Claim Submissions indicated that he, “as an
11 aggrieved employee, on his own behalf and on behalf of other aggrieved employees of Earl of
12 Sandwich (DL), LLC and any other affiliated entity (collectively referred to herein as “EOS”
13 and/or “Defendants”), intends to avail himself of the protections granted by the CALIFORNIA
14 LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (LAB. CODE, § 2698 et
15 seq.).” The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
16 has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, PLAINTIFF, on behalf of
17 himself and all aggrieved employees, may now commence a representative civil action pursuant
18 to CAL. LAB. CODE § 2699 as the proxy of the State of California.

19 154. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
20 CAL. LAB. CODE , including, but not limited to, the following:

- 21 a. Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
22 DEFENDANTS’ failure to pay overtime compensation and liquidated
23 damages to PLAINTIFF, and other aggrieved employees;
- 24 b. Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1;
25 and 1198 and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS’
26 failure to pay minimum wages and liquidated damages to PLAINTIFF,
27 and other aggrieved employees;

- c. Violations of CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
- d. Violations of CAL. LAB. CODE §§ 226.7, 512, 1198, and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
- e. Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;
- f. Violations of CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to provide a safe and healthy workplace in violation of the California Occupational Safety and Health Act of 1973 to PLAINTIFF, and other aggrieved employees;
- g. Violations of CAL. LAB. CODE §§ 201, 202, and 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees;
- h. Violations of CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure to reimburse necessary business expenses incurred by PLAINTIFF, and other aggrieved employees in the course and scope of their employment; and,
- i. Violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide adequate seating to PLAINTIFF and other aggrieved employees.

155. Therefore, PLAINTIFF, on his own behalf and on behalf of all aggrieved employees, can and hereby does seek recovery of all civil penalties as prescribed by the CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as a representative of the

1 State of California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved
2 employees by DEFENDANTS.

3 **PRAYER**

4 WHEREFORE, PLAINTIFF, individually, and on behalf of the putative Class, pray
5 for judgment against DEFENDANTS, jointly and severally, as follows:

6 **1. ON THE FIRST CAUSE OF ACTION:**

- 7 (a) For overtime wage compensation and liquidated damages;
8 (b) For an award of interest, including prejudgment interest at the legal
9 rate; and,
10 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

11 **2. ON THE SECOND CAUSE OF ACTION:**

- 12 (a) For minimum wage compensation and liquidated damages;
13 (b) For an award of interest, including prejudgment interest at the legal
14 rate; and,
15 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

16 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, and**
17 **NINTH CAUSES OF ACTION:**

- 18 (a) For compensatory damages, including lost wages;
19 (b) For an award of interest, including prejudgment interest at the legal
20 rate; and,
21 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

22 **4. ON THE TENTH CAUSE OF ACTION:**

- 23 (a) For restitution and disgorgement;
24 (b) For injunctive relief ordering the continuing unfair business acts and
25 practices to cease, or as the Court otherwise deems just and proper;
26 and,
27
28

- 1 (c) For other injunctive relief ordering DEFENDANTS to notify
2 PLAINTIFF and the Class that they have not been paid the proper
3 amounts required in accordance with California law.

4 **5. ON THE ELEVENTH CAUSE OF ACTION:**

- 5 (a) That the Court declare, adjudge and decree that DEFENDANTS
6 violated the following CAL. LAB. CODE provisions as to PLAINTIFF
7 and/or other aggrieved employees:

- 8 1. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
9 DEFENDANTS' failure to pay overtime compensation and
10 liquidated damages to PLAINTIFF, and other aggrieved
11 employees;
- 12 2. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
13 1198 and CAL. CODE REGS., TIT. 8, § 11050 for
14 DEFENDANTS' failure to pay minimum wages and liquidated
15 damages to PLAINTIFF, and other aggrieved employees;
- 16 3. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT.
17 8, § 11050 for DEFENDANTS' failure to provide meal periods
18 to PLAINTIFF, and other aggrieved employees;
- 19 4. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT.
20 8, § 11050 for DEFENDANTS' failure to provide rest periods
21 to PLAINTIFF, and other aggrieved employees;
- 22 5. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
23 DEFENDANTS' failure to provide accurate itemized wage
24 statements to PLAINTIFF, and other aggrieved employees and
25 to maintain accurate payroll records for PLAINTIFF and other
26 aggrieved employees;
- 27 6. CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure
28 to provide a safe and healthy workplace in violation of the

1 California Occupational Safety and Health Act of 1973 to
2 PLAINTIFF, and other aggrieved employees;

3 7. CAL. LAB. CODE §§ 201, 202, and 203 for DEFENDANTS'
4 failure to timely pay wages to PLAINTIFF, and other
5 aggrieved employees;

6 8. CAL. LAB. CODE §§ 2800, and 2802 for DEFENDANTS'
7 failure to reimburse necessary business expenses to
8 PLAINTIFF, and other aggrieved employees; and,

9 9. CAL. LAB. CODE § 1198, and CAL. CODE REGS., TIT. 8, § 11050
10 for DEFENDANTS' failure to provide adequate seating to
11 PLAINTIFF, and other aggrieved employees

12 (b) For civil penalties under CAL. LAB. CODE §§ 210, 226.3, 256, 558,
13 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL.
14 LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174,
15 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; 6300, *et seq*,
16 and the applicable regulations;

17 (c) For attorneys' fees and costs under California Labor Code section
18 2699(g)(1), and any and all other relevant statutes, for Defendant's
19 violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 512,
20 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
21 2802; 6300, *et seq*, and the applicable regulations;

22 (d) For pre-judgment and post-judgment interest as provided by law; and

23 (e) For such other and further relief as the Court may deem equitable and
24 appropriate.

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