

J. GILL LAW GROUP, P.C.

Jasmin K. Gill (SBN 315090)
Yaffa Yermian (SBN 355221)
515 South Flower Street, Suite 1800
Los Angeles, California 90071
Tel: (213) 459-6023; Fax: (310) 728-2137

FRANKLIN LAW, P.C.

Zachary Franklin (SBN 302042)
Julianna Zalinski (SBN 345282)
100 Wilshire Boulevard, Suite 700
Santa Monica, California 90401-3602
Tel: (424)-258-5129

Attorneys for Plaintiff, JOYCE ZHOU,
as an aggrieved employee, and on behalf of all other
aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOYCE ZHOU, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

THE X POT ROWLAND HEIGHTS LLC
d/b/a "Wagyu House by the X Pot", a
California limited liability company; WAGYU
HOUSE BELLEVUE, LLC, a California
limited liability company; CHUBBY
CATTLE ROWLAND HEIGHTS, LLC, a
California limited liability company and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV00908

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff JOYCE ZHOU (“Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), THE X POT ROWLAND HEIGHTS LLC doing business as “Wagyu House by the X Pot”, (“X Pot”), WAGYU HOUSE BELLEVUE, LLC, (“Wagyu House”), CHUBBY CATTLE ROWLAND HEIGHTS, LLC, (“Chubby Cattle”), and any of its respective subsidiaries or affiliated companies within the State of California, (X Pot, Wagyu House, and Chubby Cattle, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 6400, *et seq.*, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants employ numerous

1 Aggrieved Employees in Los Angeles County.

2 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
3 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
4 County of Los Angeles because Defendants transact business within this judicial district and conduct
5 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
6 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
7 where the defendants committed Labor Code violations against some of its employees].)

8 5. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
11 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
12 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
13 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
14 employees of Defendants during the Civil Penalty Period.

15 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
17 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
18 PAGA allegations described herein is not required.

19 7. During the period beginning one (1) year preceding the provision of notice to the
20 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
21 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
22 221, 223, 226, 226.3, 226.7, 232, 232.5, 404, 432, 432.3, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5,
23 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5 and 6400, *et seq.*, among
24 others.

25 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
26 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
27 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

9. On or around November 8, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the November 8, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

11. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: come early to work and leave work late without being able to clock in for all that time and to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to attend to walkie talkies and/or drive off the clock; detrimental rounding of employee time entries, editing, deducting and/or manipulation of time entries to show less hours than actually worked, to the detriment of Plaintiff and other Aggrieved Employees.

12. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: come early to work and leave work late

1 without being able to clock in for all that time and to complete pre-shift tasks before clocking in and
2 post-shift tasks after clocking out, to attend to walkie talkies and/or drive off the clock; detrimental
3 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
4 than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums to
5 the detriment of Plaintiff and other Aggrieved Employees.

6 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
8 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
9 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
10 of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal
11 periods as required by California wage and hour laws.

12 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
14 least ten (10) minutes per four (4) hours worked or major fraction thereof, and failing to provide
15 compensation for such unprovided rest period as required by California wage and hour laws.

16 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
18 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
19 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each
21 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal
22 entity securing the employer's services; and other such information as required by Labor Code
23 section 226, subdivision (a).

24 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
26 accurate time records including wage statements and similar payroll documents under Labor Code
27 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
28 documents signed to obtain or hold employment under Labor Code section 432, personnel records

1 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
2 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
3 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

4 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
6 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
7 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
8 Code sections 201, 202, and 203.

9 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
10 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
11 limitation, Plaintiff and other Aggrieved Employees, for the costs incurred for driving personal
12 vehicles for work-related tasks and/or traveling between and among various job locations during the
13 same workday (*i.e.*, mileage and gas), costs incurred in having to purchase mandatory work
14 uniforms and for costs incurred in separately laundering mandatory work uniforms; and unreturned
15 deposits and/or costs incurred for mandatory work walkie-talkies, in direct consequence of the
16 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
17 Code 2802.

18 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
19 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
20 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
21 any calendar month shall be paid for between the 16th and 26th day of the month during which the
22 labor was performed, and labor performed between the 16th and the last day, inclusive of any
23 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
24 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
25 seven (7) calendar days following the close of the payroll period in which wages were earned.

26 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
28 and experience they obtained at Defendants for purposes of competing with Defendants, including,

1 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
2 a prospective employer, and from disclosing who else works at Defendants and under what
3 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
4 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
5 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
6 Code sections 232, 232.5, and 1197.5, subdivision (k).

7 21. Defendants had and have a policy or practice of preventing Plaintiff and/or other
8 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
9 to their managers or outside to private attorneys or government officials, among others, in violation
10 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
11 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
12 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
13 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
14 of Labor Code section 232 and 232.5.

15 22. Defendants had and have a policy or practice of preventing Plaintiff and/or other
16 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
17 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
18 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
19 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
20 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
21 economic liberty.

22 23. Defendants had and have a policy or practice of failing to reimburse deposits made,
23 including walkie talkie deposits together with all interest owed at the separation of employment in
24 violation of Labor Code section 404, entitling Plaintiff and other Aggrieved Employees to damages
25 in the amount of the deposit and accrued interest.

26 24. Defendants had and have a policy or practice of relying on the salary history
27 information of an applicant for employment as a factor in determining whether to offer
28 employment to an applicant or what salary to offer the applicant in violation of Labor Code

1 section 432.3 by including, on Defendants' application for employment, an inquiry
2 regarding current and/or former salary history information, including, without limitation,
3 compensation and benefits of the applicant for employment. As such, Plaintiff is informed
4 and believes, and based thereon alleges, that Defendants violated, without limitation, Labor
5 Code section 432.3.

6 25. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
7 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
8 violate the California Labor Code as described above, including on behalf of Plaintiff and other
9 Aggrieved Employees pursuant to PAGA.

10 **PARTIES**

11 **A. Plaintiff**

12 26. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
13 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
14 exempt employee, with duties that included, but were not limited to, greeting guests, taking accurate
15 food and beverage orders, and monitoring tables to ensure a timely delivery of orders. Plaintiff is
16 informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from
17 approximately August of 2021 through approximately June of 2024.

18 **B. Defendants**

19 27. Plaintiff is informed and believes and based thereon alleges that defendant X Pot is,
20 and at all times relevant hereto was, a limited liability company organized, authorized, and licensed
21 to do business in the County of Los Angeles, State of California. At all relevant times herein,
22 defendant X Pot employed Plaintiff and aggrieved employees within the County of Los Angeles in
23 the State of California.

24 28. Plaintiff is informed and believes and based thereon alleges that defendant Wagyu
25 House is, and at all times relevant hereto was, a limited liability company organized, authorized,
26 and licensed to do business within the County of Los Angeles in the State of California.

27 29. Plaintiff is informed and believes and based thereon alleges that defendant Chubby
28

1 Cattle is, and at all times relevant hereto was, a limited liability company organized, authorized, and
2 licensed to do business in the County of Los Angeles, State of California. At all relevant times
3 herein, defendant Chubby Cattle employed Plaintiff and aggrieved employees within the County of
4 Los Angeles in the State of California.

5 30. Plaintiff is informed and believes and based thereon alleges that defendants X Pot,
6 Wagyu House, and Chubby Cattle are, and at all times relevant hereto were, “person[s]” as defined
7 in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

8 31. The true names and capacities, whether individual, corporate, associate, or otherwise,
9 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
10 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
11 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
12 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
13 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
14 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
15 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
16 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
17 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
18 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
19 include X Pot, Wagyu House, Chubby Cattle and any of their parent, subsidiary, or affiliated
20 companies within the State of California, as well as DOES 1 through 100 identified herein.

21 **JOINT LIABILITY ALLEGATIONS**

22 32. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
24 representative, joint venture or co-conspirator of each of the other defendants, either actually or
25 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
26 employment, joint venture, and conspiracy.

27 33. All of the acts and conduct described herein of each and every corporate and limited
28

1 liability company defendant was duly authorized, ordered, and directed by the respective and
2 collective defendant corporate and limited liability company employers, and the officers, members
3 and management-level employees of said corporate and limited liability company employers. In
4 addition thereto, said corporate and limited liability company employers participated in the
5 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
6 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
7 company employees, agents, and representatives, the defendant corporation and limited liability
8 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
9 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
10 aforementioned corporate and limited liability company employees, agents and representatives.

11 34. Plaintiff is informed and believes, and based thereon allege, that there exists such a
12 unity of interest and ownership between Defendants, and each of them, that their individuality and
13 separateness have ceased to exist.

14 35. As a result of the aforementioned facts, among others, Plaintiff is informed and
15 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
16 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
17 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
18 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
19 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
20 is conducted.

21 **FIRST CAUSE OF ACTION**

22 **(Violation of PAGA – Against All Defendants)**

23 36. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
24 and incorporates each by reference as though fully set forth hereat.

25 **Civil Penalties Under Labor Code § 210**

26 37. At all relevant times herein, Labor Code section 204, requires and required that:
27 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month” and for payroll periods such as those that are
3 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
4 the close of the payroll period in which wages were earned.

5 38. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
6 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
7 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
8 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
9 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
10 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
11 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

12 39. At all relevant times herein, Defendants have had a consistent policy or practice of
13 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
14 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
15 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
16 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
17 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
18 for each subsequent violation in connection with each payment that was made in violation of Labor
19 Code section 204.

20 Civil Penalties Under Labor Code § 226.3

21 40. Defendants had and have a policy or practice of failing to comply with Labor Code
22 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
23 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
24 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate; and other such information as required
26 by Labor Code section 226, subdivision (a).

27 41. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
28 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

4 42. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
5 this section are in addition to any other penalty provided by law.”

6 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 and have a policy or practice of failing to furnish non-exempt employees, including, without
8 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
9 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate; and other such information as
11 required by Labor Code section 226, subdivision (a).

12 44. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
13 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
14 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
15 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
16 period for each subsequent violation.

17 Violation of Labor Code § 558

18 45. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
19 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
20 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
21 penalty as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
23 for each pay period for which the employee was underpaid in addition to an amount sufficient to
24 recover underpaid wages;

25 (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages;

28 (3) Wages recovered pursuant to this section shall be paid to the affected

1 employee.

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
3 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
4 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
5 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
6 their employment and after their employment separation, receive accurate, itemized wage
7 statements, to be provided with the opportunity to inspect employment records, be provided with
8 notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of
9 paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper
10 rate of pay.

11 47. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
13 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
14 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
15 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

16 Violation of Labor Code § 1174.5

17 48. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
18 every person employing labor in California to "[a]llow any member of the commission or the
19 employees of the Division of Labor Standards Enforcement free access to the place of business or
20 employment of the person to secure any information or make any investigation that they are
21 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
22 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
23 or papers of the person."

24 49. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
25 every person employing labor in California to "[k]eep a record showing the names and addresses of
26 all employees employed and the ages of all minors."

27 50. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
28

1 every person employing labor in California to “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
4 piece rate paid to, employees employed at the respective plants or establishments. These records
5 shall be kept in accordance with rules established for this purpose by the commission, but in any
6 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
7 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
8 earned.”

9 51. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
10 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
11 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
12 member of the commission or employees of the division to inspect records pursuant to subdivision
13 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

14 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
15 willfully failed keep adequate or accurate time records including wage statements and similar
16 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
17 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
18 under Labor Code section 1174.

19 53. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
22 hundred dollars (\$500) per violation per Aggrieved Employee.

23 Violation of Labor Code § 1197.1

24 54. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
25 person acting either individually or as an officer, agent, or employee of another person, who pays
26 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
27 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
28

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

3 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
4 for each underpaid employee for each pay period for which the employee is underpaid. This amount
5 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
6 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

7 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
8 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
9 regardless of whether the initial violation is intentionally committed. This amount shall be in
10 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.

12 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
13 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

14 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
15 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
16 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
17 for all hours worked or otherwise under Defendants’ control due to, without limitation, failing to
18 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
19 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
20 including, without limitation, by requiring employees: come early to work and leave work late
21 without being able to clock in for all that time and to complete pre-shift tasks before clocking in and
22 post-shift tasks after clocking out, to attend to walkie talkies and/or drive off the clock; detrimental
23 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
24 than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums,
25 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

26 56. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

5 57. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
6 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
7 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
8 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
9 action brought by an aggrieved employee on behalf of himself or herself and other current or former
10 employees pursuant to the procedures specified in Labor Code section 2699.3.

11 58. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
12 Code except those for which a civil penalty is specifically provided, the established civil penalty for
13 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
14 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
15 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation.

17 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
18 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
19 connection with their herein-described claims for civil penalties.

20 **REQUEST FOR JURY TRIAL**

21 A. Plaintiff hereby requests a trial by jury.

22 **PRAYER**

23 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
24 judgment against Defendants as follows:

25 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
26 558.1, 1174.5, 1197.1, and 2699;

27 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
28 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

- 1 C. Pre-judgment and post-judgment interest;
2 D. For costs of suit incurred herein; and
3 E. Such other and further relief as the Court deems just and proper.

4 Dated: January 14, 2025

J. GILL LAW GROUP, P.C.

5
6 BY: /s/ Jasmin K. Gill

JASMIN K. GILL

YAFFA YERMIAN

Attorneys for Plaintiff JOYCE ZHOU, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28