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And JEREMY LASTRA

**ELECTRONICALLY FILED**
Superior Court of California
County of Sacramento
02/21/2025
By: P. Russell Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

RACHAEL BYRNES and JEREMY LASTRA, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

CDLAKE, LLC, a California corporation, dba CRAWDADS ON THE LAKE, dba CRAWDADS ON THE RIVER; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV004358

**PAGA REPRESENTATIVE ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

Plaintiffs RACHAEL BYRNES AND JEREMY LASTRA ("Plaintiffs"), on information and belief, alleges as follows:

## INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action individually, and on behalf of the State of California and other aggrieved persons, against Defendants CDLAKE, LLC. dba CRAWDADS ON THE LAKE, dba CRAWDADS ON THE RIVER, and DOES 1 through 10 (collectively referred to as "Defendants") for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq*. ("PAGA") stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide Employee with legally compliant meal periods, failure to authorize and permit Employee to take rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods failure to reimburse for business expenses, failure to furnish accurate wage statements, and failure to timely pay final pay.

2. For over 50 years, California's courts and Legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution, or other damages other than civil penalties—California has enacted PAGA to permit an individual to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

3. All California employees during the relevant period who are or were harmed by Defendants' illegal practices are "Aggrieved Employees." The Aggrieved Employees worked for Defendants as hourly-paid or non-exempt employees within the applicable period.

4. Plaintiffs bring this action against Defendants seeking only to recover penalties on behalf of Plaintiffs individually, on behalf of certain Aggrieved Employees that worked for

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Defendants, and on behalf of the State of California. Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for Plaintiffs individually, and certain Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Sacramento County. As such and based upon all the facts and circumstances incident to Defendants' businesses in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

## THE PARTIES

### A. Plaintiffs

8. Plaintiffs are California residents who worked for Defendants in Sacramento, California as hourly-paid, non-exempt employees from approximately May 2024 to approximately October 2024.

### B. Defendants

9. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants are, and at all times herein mentioned, were:

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(a) Business entities conducting business in numerous counties throughout the State of California, including Sacramento County; and,

(b) The former employers of Plaintiffs, and the current and/or former employers of Aggrieved Employees, because Defendants suffered and permitted Plaintiffs and Aggrieved Employees to work; and/or controlled their wages, hours, or working conditions; and or engaged Plaintiffs and Aggrieved Employees, thereby creating a common law employment relationship.

10. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiffs and certain Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and Aggrieved Employees in the State of California.

12. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the

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relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

## ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiffs worked for Defendants in Sacramento County, California as hourly-paid, non-exempt employees from approximately May 2024 to approximately October 2024. At all times, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime.

14. Throughout Plaintiffs' employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiffs' experience working for Defendants were typical and illustrative.

### A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

15. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

16. Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

18. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and overtime wages. Defendants, at times, required Plaintiffs and certain Aggrieved Employees to work "off-the-clock," without pay. For example, Plaintiffs often worked after clocking out,

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performing their regular duties, and before clocking in at management's request. Additionally, Defendants required Plaintiffs and the Aggrieved Employees to work during unpaid meal and rest periods, some of which should have been compensated at the overtime rate. Moreover, Defendants automatically deducted thirty (30) minutes a day from hours worked on days Plaintiffs had to work during meal breaks, took a meal break less than thirty (30) minutes, or skipped their meal break entirely. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed, at times, to maintain accurate records of the hours Plaintiffs and certain Aggrieved Employees worked.

### B. <u>Failure to Provide Meal Periods</u>

19. Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute meal period no later than the end of the tenth hour of work in a workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with a required meal period(s).

20. Despite these legal requirements, Defendants wrongfully failed, at times, to provide Plaintiffs and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued to assert control over Plaintiffs and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and certain Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. For instance, Plaintiffs were almost always deprived of their meal periods. In fact, Defendants engaged in the illegal practice of altering timekeeping records by adjusting the time in the system, which did not reflect the accurate hours worked and meal breaks taken and instead showed alleged meal periods that were actually never

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taken. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiffs and certain Aggrieved Employees in compliance with California law.

21. Plaintiffs and Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, at times, failed to pay Plaintiffs and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

### C. <u>Failure to Authorize and Permit Rest Breaks</u>

22. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

23. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiffs and Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), and without properly compensating Plaintiffs and Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, among other things, Defendants continued to assert control over Plaintiffs and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, and by denying Plaintiffs and Aggrieved Employees, or some of them, permission to take a rest period under the conditions required by law. Accordingly, Defendants failed, at times, to authorize and permit Plaintiffs and Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

24. Plaintiffs and certain Aggrieved Employees are thus entitled to be paid one hour of

additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendants, however, at times, failed to pay Plaintiffs and certain Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

**D. Failure to Indemnify for Necessary Expenditures**

25. Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiffs and certain Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and similarly Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses and mileage. Plaintiffs and similarly Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiffs and certain Aggrieved Employees for these employment-related expenses. For example, Plaintiffs used their personal cell phones and vehicles for work-related communications, purchased uniforms, and were at time required to go to the grocery store to obtain products that were needed by the business, all without reimbursement.

26. As a result, Defendants are liable to Plaintiffs and certain Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs and Aggrieved Employees for necessary business expenditures.

**E. Failure to Furnish Accurate Itemized Wage Statements**

27. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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

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employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

28. The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

29. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). For example, Plaintiffs’ pay stubs do not accurately reflect the rest and meal break premiums or the total wages for all hours worked, among other things. Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees, or some of them, are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of liability.

### F. <u>Failure to Maintain Accurate Records of Hours Worked and Meal Periods</u>

30. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully

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fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

31. Defendants, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and certain Aggrieved Employees. Moreover, Defendants deliberately altered, falsified, and manipulated these records, putting into them information about full compliance with mandatory meal periods and understating overtime work.

32. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiffs and certain Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and certain Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform Defendants' obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

### G. <u>Failure to Timely Pay All Wages at Termination</u>

33. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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34. Within the applicable period, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants at times failed, and continue to fail, to pay Plaintiffs and certain terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

35. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

36. Accordingly, Plaintiffs and Aggrieved Employees, or some of them, are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

### H. <u>Failure to Pay All Earned Wages Twice Per Month</u>

37. Based on Defendants' failure to pay Plaintiffs and certain Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

38. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, Defendants, at times, failed and refused to pay the employees all wages due, and failed, at times, to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiffs and certain Aggrieved Employees suffered damages in those amounts.

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### I. Refusal to Make Payment

39. Labor Code § 216 declares unlawful employers' refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Defendants, at times, violated and continue, at times, to violate Labor Code § 216 by failing to pay Plaintiffs and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Plaintiffs and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Defendants to civil penalties under Labor Code § 225.5, with each violation resulting in a separate penalty for each affected employee and pay period during which the statue's provisions were violated.

### J. Statutory Wage Violations

40. Labor Code § 223 makes it unlawful for employers to secretly pay wages lower than required by statute while purporting to pay legal wages. Within the applicable period, Defendants, at times, willfully and systematically denied Plaintiffs and other Aggrieved Employees, or some of them, minimum and straight time wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Defendants, at times, acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled under California law.

41. Defendants, at times, paid Plaintiffs and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Plaintiffs and all Aggrieved Employees were properly paid. As a result, Plaintiffs and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

## FIRST CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

42. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

43. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

44. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3."

45. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs' PAGA case number is LWDA-CM-1065315-24 (*Rachael Byrnes and Jeremy Lastra v. CDLake, LLC, dba Crawdads on the Lake, dba Crawdads on the River*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

46. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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47. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

## PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of the State of California, and on behalf of all similarly Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (including minimum, straight time, and overtime wages), failing to provide Employee with legally compliant meal periods, failing to authorize and permit Employee to take rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to reimburse for business expenses, failing to furnish accurate wage statements, and failing to timely pay final pay.

2. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: February 21, 2025

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m. desario

By: ______________________________

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