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Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JARIAH VUE, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

JOE & THE JUICE NEW YORK LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 25NNCV04622

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 11070(14)
(Failure to Provide Seating), and the
applicable Wage Order(s).

1 Plaintiff Jariah Vue ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Joe & The Juice New York LLC
8 (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 THE PARTIES

25
26
27 5. Joe & The Juice New York LLC ("DEFENDANT") is a limited liability company
28 at all relevant times mentioned herein conducted and continues to conduct substantial business

1 in California.

2 6. DEFENDANT owns and operates juice bars throughout California.

3 7. PLAINTIFF was employed by DEFENDANT in California from May of 2022 to
4 February 11, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
5 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
6 payment of minimum and overtime wages due for all time worked.

7 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to all
10 individuals who are or previously were employed by DEFENDANT in California, including any
11 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
12 (“AGGRIEVED EMPLOYEES”) during the time period of April 18, 2024 until a date as
13 determined by the Court (the "PAGA PERIOD").

14 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
15 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
17 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
18 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
19 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1
20 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the
21 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
22 within the meaning of Labor Code § 2699.

23 10. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
28 they are ascertained. PLAINTIFF is informed and believes, and based upon that information

1 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
2 50, inclusive, are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 11. The agents, servants and/or employees of the Defendants and each of them
5 acting on behalf of the Defendants acted within the course and scope of his, her or its
6 authority as the agent, servant and/or employee of the Defendants, and personally
7 participated in the conduct alleged herein on behalf of the Defendants with respect to the
8 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
9 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
10 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
11 conduct of the Defendants' agents, servants and/or employees.

12 13 THE CONDUCT

14 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
15 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
16 worked, meaning the time during which an employee is subject to the control of an
17 employer, including all the time the employee is suffered or permitted to work.
18 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
19 paying them for all the time they are under DEFENDANT's control. Among other things,
20 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
21 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
22 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
23 break. DEFENDANT, as a matter of established company policy and procedure,
24 administers a uniform practice of rounding the actual time worked and recorded by
25 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
26 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
27 EMPLOYEES are paid less than they would have been paid had they been paid for actual
28 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED

1 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
2 breaks by working without their time being correctly recorded and without compensation at
3 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
4 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
5 records.

6 13. State law provides that employees must be paid overtime and meal and rest
7 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
8 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
9 tied to specific elements of an employee's performance.

10 14. The second component of PLAINTIFF's and the AGGRIEVED
11 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
12 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
13 performance for DEFENDANT. The non-discretionary incentive program provided all
14 employees paid on an hourly basis with incentive compensation when the employees met the
15 various performance goals set by DEFENDANT. However, when calculating the regular
16 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
17 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
18 compensation as part of the employees' "regular rate of pay" for purposes of calculating
19 overtime pay and meal and rest break premium pay. Management and supervisors described
20 the incentive program to potential and new employees as part of the compensation package.
21 As a matter of law, the incentive compensation received by PLAINTIFF and the
22 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
23 do so has resulted in a underpayment of overtime compensation and meal and rest break
24 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

25 15. As a result of their rigorous work schedules, PLAINTIFF and the
26 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
27 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
28 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as

1 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
2 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
3 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
4 which these employees were required by DEFENDANT to work ten (10) hours of work.
5 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
6 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
7 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
8 and in accordance with DEFENDANT's corporate policy and practice.

9 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
10 EMPLOYEES were also required from time to time to work in excess of four (4) hours
11 without being provided ten (10) minute rest periods. Further, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
13 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
14 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
15 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
16 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
17 also not provided with one hour wages in lieu thereof. Additionally, the applicable
18 California Wage Order requires employers to provide employees with off-duty rest periods,
19 which the California Supreme Court defined as time during which an employee is relieved
20 from all work related duties and free from employer control. In so doing, the Court held that
21 the requirement under California law that employers authorize and permit all employees to
22 take rest period means that employers must relieve employees of all duties and relinquish
23 control over how employees spend their time which includes control over the locations
24 where employees may take their rest period. Employers cannot impose controls that prohibit
25 an employee from taking a brief walk - five minutes out, five minutes back. Here,
26 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
27 unconstrained walks and is unlawful based on DEFENDANT's rule which states
28

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

9 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the course
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
23 employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer, even though unlawful, unless the employee, at
25 the time of obeying the directions, believed them to be unlawful."

26 26. In the course of their employment PLAINTIFF and the AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 27. In violation of the applicable sections of the California Labor Code and the
10 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
11 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
12 knowingly and systematically failed to provide PLAINTIFF and the other AGGRIEVED
13 EMPLOYEES suitable seating when the nature of these employees' work reasonably
14 permitted sitting.

15 28. DEFENDANT knew or should have known that PLAINTIFF and other
16 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
17 when it did not interfere with the performance of their duties, and that DEFENDANT did
18 not provide suitable seating and/or did not allow them to sit when it did not interfere with
19 the performance of their duties.

20 29. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
21 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
22 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
23 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
24 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
25 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
26 California Labor Code and regulations promulgated thereunder as herein alleged.

27 30. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
28 terminated and DEFENDANT has not tendered payment of all wages owed as required by

1 law in violation of the California Labor Code, Sections 201, 202, 203.

2
3 **JURISDICTION AND VENUE**

4 31. This Court has jurisdiction over this Action pursuant to California Code of
5 Civil Procedure, Section 410.10.

6 32. Venue is proper in this Court pursuant to California Code of Civil Procedure,
7 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
8 employs AGGRIEVED EMPLOYEES across California, including in this County, and
9 committed the wrongful conduct herein alleged in this County against AGGRIEVED
10 EMPLOYEES.

11
12 **FIRST CAUSE OF ACTION**

13 **For Violation of the Private Attorneys General Act**

14 **[Cal. Lab. Code §§ 2698]**

15 **(By PLAINTIFF and Against All Defendants)**

16 33. PLAINTIFF realleges and incorporates by this reference, as though fully set
17 forth herein, the prior paragraphs of this Complaint.

18 34. PAGA is a mechanism by which the State of California itself can enforce state
19 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
20 the state's labor law enforcement agencies. An action to recover civil penalties under
21 PAGA is fundamentally a law enforcement action designed to protect the public and not to
22 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
23 but to create a means of "deputizing" citizens as private attorneys general to enforce the
24 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
25 public interest to allow aggrieved employees, acting as private attorneys general to recover
26 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
27 claims cannot be subject to arbitration.

28 35. PLAINTIFF, and such persons that may be added from time to time who

1 satisfy the requirements and exhaust the administrative procedures under the Private
2 Attorney General Act, brings this Representative Action on behalf of the State of California
3 with respect to all individuals who are or previously were employed by DEFENDANT in
4 California, including any employees staffed with DEFENDANT by a third party, and
5 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
6 period of April 18, 2024 until a date as determined by the Court (the "PAGA PERIOD").

7 36. On April 18, 2025, PLAINTIFF gave written notice by electronic mail to the
8 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
9 employer of the specific provisions of this code alleged to have been violated as required by
10 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
11 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
12 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
13 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
14 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 37. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
18 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
19 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
20 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
21 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
22 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
23 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
24 Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the
25 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
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1 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
2 Labor Code Private Attorney General Act of 2004 as the representative of the State of
3 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
4 EMPLOYEES.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES:

10 A) Recovery of civil penalties as prescribed by the Labor Code Private
11 Attorneys General Act of 2004; and,

12 B) An award of attorneys' fees and cost of suit, as allowable under the
13 law, including, but not limited to, pursuant to Labor Code §2699.

14 Dated: July 1, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
15

16 By: /s/ Nicholas De Blouw
17 Norman B. Blumenthal
18 Kyle R. Nordrehaug
19 Nicholas J. De Blouw
20 *Attorneys for Plaintiff*
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27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

**April 18, 2025
CA3667**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Joe & The Juice New York LLC
Certified Mail #9589071052700057737673
CSC- Lawyers Incorporating Service
Koy Saechao
2710 Gateway Oaks Drive, #150
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jariah Vue (“Plaintiff”) and all other Aggrieved Employees of Joe & The Juice New York LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Joe & The Juice New York LLC in California, including any employees staffed with Joe & The Juice New York LLC by a third party, and classified as non-exempt employees during the time period of April 18, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant.

Plaintiff was employed by Defendant in California from May 2022 to February of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Fax: (858) 551-1232

Plaintiff was employed by Defendant as a Team Member working at Defendant's store located at 235 Montgomery Street, San Francisco, CA 94104. Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime and meal break violation pay and as a result violated Labor Code Sections 226.7, 510 and 512. For example, Defendant paid Plaintiff a "Predictability" non-discretionary wage in the pay period (01/06/2025-01/19/2025) and Plaintiff also worked overtime and was paid a meal period violation during that pay period. Attached hereto as **Exhibit #1** is a true and correct copy of Plaintiff's pay stub showing the violations. An additional example of another non-discretionary bonus Defendant paid to Plaintiff is attached hereto as **Exhibit #2**.

Plaintiff's store on Montgomery Street was plagued with staffing issues throughout Plaintiff's employment and during the PAGA period that resulted in many late and missed meal breaks, and many violations of California's rest break laws. Plaintiff alleges that not only did he rarely take his ten (10) minute rest periods, his Regional Manager Emma Delaby never even informed him of his right to take his off duty rest periods, and failed to create a schedule and workplace that allowed him to take off -duty rest periods. A review of Plaintiff's pay stubs during the PAGA period reveals Defendant failed to pay a single rest break premium to Plaintiff in violation of California Labor Code Section 226.7 and 512. Further, there were times when Plaintiff was clocked out for a mid-shift meal break and Defendant required Plaintiff perform tasks, which included, but were not limited to, helping with customers at the cash register, making drink orders, and cleaning up in the store. Defendant knew Plaintiff was working off the clock and the off the clock resulted not only in meal break violations, but also as a result Plaintiff was underpaid minimum and overtime wages in violation of Cal. Lab. Code Section 510, 1194, 1197.1 and 1198. Although Defendant did pay Plaintiff for some meal break violations, Defendant failed to pay Plaintiff for all his meal period violations during the PAGA Period.

Further, pursuant to Labor Code § 204 and Section 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties and minimum and overtime wages described above.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. As described above, Defendant did not always list the correct wages earned or meal and rest break wages owed. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Further, during the PAGA Period Defendant issued wage statements with the incorrect name of the legal entity that employed Plaintiff and other Aggrieved Employees in violation of Cal. Lab. Code

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226(a)(8). Attached hereto as **Exhibit #3** is a true and correct copy of the pay stub that lists “Joe & The Juice Management LLC” which is an entity that is inactive and no longer exists.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff used his personal cell phone for work related issues, such as responding to Defendant’s calls and text messages. Attached hereto as **Exhibit #4** is a true and correct copy of Plaintiff’s call logs on his personal cell phone showing Defendant’s phone #. Plaintiff was not reimbursed for the reasonable expenses he incurred on his cell phone for work-related issues.

Defendant also failed to provide Plaintiff and other Aggrieved Employees with a stool/seat for all days worked. California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.” Defendant was not allowed to sit down behind the bar counter even if there were no customers or even when he was ringing up the cash register. Instead, Plaintiff and other Aggrieved Employees would crouch down and rest in the corner or simply lean on the counter to relieve some of the tension on his feet.

Finally, as described in detail in this notice, Defendant willfully failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff’s employment with Defendant ended in February 2025) in violation of California Labor Code Sections 201-204. Additionally, Plaintiff received a check for his earned tip wages approximately two months after his employment was terminated. Attached hereto as **Exhibit #5** is a true and correct copy of the wage payment from Defendant showing the payment was received by Plaintiff in April of 2025. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute

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the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #1

Earnings Statement



JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 01/06/2025
Period Ending: 01/19/2025
Pay Date: 01/23/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	20.0000	63.39	1,267.80	2,117.60
Overtime	10.0050	6.17	61.73	84.24
Charge Tips			485.72	
Meal Premium	20.0000	1.00	20.00	20.00
Predictability	20.0000	1.00	20.00	
Paid Sick leave				100.00
Gross Pay			\$1,855.25	3,013.36

Other Benefits and Information	this period	total to date
Paid Sick Leave	69.00	
Totl Hrs Worked	69.56	

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-137.55
	Social Security Tax	-115.03
	Medicare Tax	-26.90
	CA State Income Tax	-44.53
	CA SDI Tax	-22.26
	Other	
	401K	-55.65*
	Net Pay	\$1,453.33
	Checking 2	-200.00
	Chkck1	-1,253.33
	Net Check	\$0.00

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,799.60

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JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000040756
Pay date: 01/23/2025

Deposited to the account of	account number	transit	ABA	amount
JARIAH EVAN VUE	[REDACTED]	XXXX	XXXX	\$1,253.33
		XXXX	XXXX	\$200.00

NON-NEGOTIABLE

EXHIBIT #2

Earnings Statement



JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 09/30/2024
Period Ending: 10/13/2024
Pay Date: 10/17/2024

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	20.0000	51.55	1,031.00	21,844.29
BONUS			150.00	150.00
Charge Tips			336.45	
Predictability	20.0000	1.00	20.00	
Overtime				417.34
Meal Premium				467.40
Paid Sick leave				1,201.60
Gross Pay			\$1,537.45	30,190.08

Other Benefits and Information	this period	total to date
Paid Sick Leave	82.00	
Totl Hrs Worked	51.55	

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-102.66
	Social Security Tax	-95.32
	Medicare Tax	-22.30
	CA State Income Tax	-31.25
	CA SDI Tax	-16.91
	Other	
	401K	-46.13*
	Net Pay	\$1,222.88
	Chkck1	-1,222.88
	Net Check	\$0.00

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,491.32

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JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000420858
Pay date: 10/17/2024

Deposited to the account of	account number	transit	ABA	amount
JARIAH EVAN VUE	[REDACTED]	XXXX	XXXX	\$1,222.88

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT #3

Earnings Statement



JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 06/10/2024
Period Ending: 06/23/2024
Pay Date: 06/27/2024

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	20.0000	59.22	1,184.40	12,522.89
Overtime	10.0050	2.91	29.11	263.26
Charge Tips			235.05	
Meal Premium	20.0000	4.00	80.00	367.40
Paid Sick leave				1,201.60
Gross Pay			\$1,528.56	17,701.15

Other Benefits and Information

	this period	total to date
Paid Sick Leave	66.00	191.00
Totl Hrs Worked	62.13	

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-101.62
	Social Security Tax	-94.77
	Medicare Tax	-22.17
	CA State Income Tax	-30.87
	CA SDI Tax	-16.81
	Other	
	401K	-45.85*
	Net Pay	\$1,216.47
	Chkck1	-1,216.47
	Net Check	\$0.00

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,482.71

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JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000264906
Pay date: 06/27/2024

Deposited to the account of	account number	transit ABA	amount
JARIAH EVAN VUE	[REDACTED]	XXXX XXXX	\$1,216.47

NON-NEGOTIABLE

EXHIBIT #4

2:13



NEW YORK, NY

+1 (718) 974-7780



message



call



FaceTime



mail



pay

February 13, 2025

12:31 PM **Incoming Call** ☒

5 minutes

10:02 AM **Outgoing Call**

11 minutes

Calls with a checkmark have been verified by the carrier.

[Share Contact](#)

[Create New Contact](#)

[Add to Existing Contact](#)

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[Block Caller](#)



Favorites



Recents



Contacts



Keypad



Voicemail

27

EXHIBIT #5

CO. FILE DEPT. CLOCK NUMBER 020
SQ8 017403 001000 0065347474 1

Earnings Statement



JOE & THE JUICE NEW YORK LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 03/27/2025
Period Ending: 04/02/2025
Pay Date: 04/03/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Charge Tips			703.55	
Interest			70.35	70.35
Regular				4,688.20
Overtime				124.26
Meal Premium				60.00
Paid Sick leave				380.00
Gross Pay			\$773.90	7,526.35

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

CONTACT DISBURSEMENT@JOEJUICE.COM FOR MORE INFORMATION.

Additional Tax Withholding Information

Taxable Marital Status:

CA: Single

Exemptions/Allowances:

CA: 0

Deductions	Statutory		
Federal Income Tax	-17.38		412.99
Social Security Tax	-47.98		466.63
Medicare Tax	-11.22		109.13
CA State Income Tax	-7.29		125.94
CA SDI Tax	-9.29		90.32
Other			
401K	-23.22*		225.78
Net Pay			\$657.52
Net Check			\$657.52

* Excluded from federal taxable wages

Your federal taxable wages this period are \$750.68

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JOE & THE JUICE NEW YORK LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

SQ8

90-477/1222

Payroll check number: 0065347474

Pay date: 04/03/2025

Pay to the
order of:

JARIAH EVAN VUE

This amount:

SIX HUNDRED FIFTY SEVEN AND 52/100 DOLLARS

\$657.52

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID NON-NEGOTIABLE

VOID AFTER 180 DAYS

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