

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Sydney Castillo-Johnson (State Bar #343881)

[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)

John L. Nitti (State Bar #330752)

[jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Nicole Noursamadi (State Bar #357246)

[nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)

Jaclyn Joyce (State Bar #285124)

[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

MIDORY MONTES, an individual, on behalf  
of Plaintiff, and on behalf of all persons  
similarly situated,

Plaintiff,

v.

EFFORT COLLECTIVE, LLC, d.b.a.  
CAMPFIRE, a California limited liability  
company; NONSTANDARD HOSPITALITY,  
INC., a California corporation; JEUNE ET  
JOLIE, LLC, a California limited liability  
company; WILDLAND & LILO, LLC, d.b.a.  
WILDLAND and d.b.a. LILO, a California  
limited liability company; and DOES 1-50,  
Inclusive,

Defendants.

Case No:

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION  
OF CAL. BUS. & PROF. CODE §17200 *et*  
*seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN  
VIOLATION OF CAL. LAB. CODE §§  
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES  
IN VIOLATION OF CAL. LAB. CODE §§  
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED  
MEAL PERIODS IN VIOLATION OF  
CAL. LAB. CODE §§ 226.7 & 512 AND  
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED  
REST PERIODS IN VIOLATION OF CAL.  
LAB. CODE §§ 226.7 & 512 AND THE  
APPLICABLE IWC WAGE ORDER;

- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE § 1198.5.
- 10) FAILURE TO PROVIDE GRATUITIES IN VIOLATION OF CAL. LAB. CODE § 351.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF MIDORY MONTES (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant EFFORT COLLECTIVE, LLC, d.b.a. CAMPFIRE (“Defendant Campfire”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant NONSTANDARD HOSPITALITY, INC. (“Defendant NSH”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant JEUNE ET JOLIE, LLC (“Defendant Jeune”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant WILDLAND & LILO, LLC, d.b.a. WILDLAND and d.b.a. LILO (“Defendant Wildland & Lilo”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

1           5.     PLAINTIFF alleges there has existed a unity of interest and ownership between  
2 DEFENDANTS such that any individuality and separateness between the entities has ceased and  
3 all DEFENDANTS are referred to herein as “DEFENDANTS” and/or “DEFENDANT.”

4           6.     PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers  
5 of DEFENDANTS at all relevant times. PLAINTIFF alleges there has existed a unity of interest  
6 and ownership between Defendant Campfire, Defendant NSH, Defendant Jeune and Defendant  
7 Wildland & Lilo such that any individuality and separateness between the entities has ceased.  
8 Defendant Campfire, Defendant NSH, Defendant Jeune and Defendant Wildland & Lilo are  
9 therefore alter egos of each other. Adherence to the fiction of the separate existence of  
10 DEFENDANTS would permit an abuse of the corporate privilege, and would promote injustice by  
11 protecting DEFENDANTS from liability for the wrongful acts committed by them.

12           7.     Defendant Campfire, Defendant NSH, Defendant Jeune and Defendant Wildland &  
13 Lilo were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF,  
14 by the company PLAINTIFF performed work for respectively, and as these entities each exerted  
15 control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly  
16 responsible as employers for the conduct alleged herein as “DEFENDANTS.”

17           8.     PLAINTIFF further alleges that DEFENDANTS are the alter egos of each other for  
18 the following reasons:

- 19           a.     On the California Secretary of State’s website (<https://businesssearch.sos.ca.gov/>)  
20 Defendant Campfire, Defendant NSH, Defendant Jeune and Defendant Wildland &  
21 Lilo have the same entity address and/or mailing address and/or Agent for Service  
22 of Process and/or same Manager or Director.
- 23           b.     On information and belief Defendant Campfire, Defendant NSH, Defendant Jeune  
24 and Defendant Wildland & Lilo utilize the same standardized employment forms  
25 and issue the same employment policies and same pay stubs; and
- 26           c.     On information and belief Defendant Campfire, Defendant NSH, Defendant Jeune  
27 and Defendant Wildland & Lilo have an executive team which supervise and  
28 manage the operations of all of DEFENDANTS’ restaurants, supervised and

1 managed the finances of all of DEFENDANTS' restaurants, supervised and  
2 managed the marketing of all of DEFENDANTS' restaurants, supervised and  
3 managed the human resources of all of DEFENDANTS' restaurants, and supervised  
4 and managed the food and beverage offerings at all of DEFENDANTS' restaurants.

5 9. PLAINTIFF alleges that DEFENDANTS' various separate corporate entities are  
6 used by an individual or individuals, or by another corporation, to accomplish inequitable purposes,  
7 including to limit liability for the unlawful acts of DEFENDANTS.

8 10. PLAINTIFF alleges that there is such a unity of interest and ownership between  
9 DEFENDANTS' various corporate entities that own DEFENDANTS' restaurants and the  
10 individual or individuals, or organization controlling those corporate entities that their separate  
11 personalities no longer exist.

12 11. PLAINTIFF further alleges that the failure to disregard the various corporate entities  
13 would promote injustice.

14 12. Defendant Campfire, Defendant NSH, Defendant Jeune and Defendant Wildland &  
15 Lilo were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF,  
16 by the company PLAINTIFF performed work for respectively, and as these entities each exerted  
17 control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly  
18 responsible as employers for the conduct alleged herein as DEFENDANTS.

19 13. DEFENDANTS own and operate Restaurants in California, including in the County  
20 of San Diego, where PLAINTIFF worked.

21 14. PLAINTIFF was employed by DEFENDANTS in California from November of  
22 2024 to January of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the  
23 legally required meal and rest periods and payment of minimum and overtime wages due for all  
24 time worked.

25 15. PLAINTIFF reserves the right to seek leave to amend this complaint to add new  
26 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
27 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

28 ///

1           16. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California  
2 class, defined as all persons who are or previously were employed by Defendant Campfire and/or  
3 Defendant NSH and/or Defendant Jeune and/or Defendant Wildland & Lilo in California and  
4 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period  
5 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
6 by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the  
7 CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

8           17. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a  
9 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
10 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice  
11 which failed to lawfully compensate these employees. DEFENDANTS' uniform policy and  
12 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby  
13 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members  
14 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS  
15 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named  
16 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically  
17 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and  
18 equitable relief.

19           18. The true names and capacities, whether individual, corporate, subsidiary,  
20 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently  
21 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names  
22 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend  
23 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,  
24 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that  
25 information and belief alleges, that the DEFENDANTS named in this Complaint, including  
26 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
27 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

28 ///

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

9           20. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
10 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated  
11 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any  
12 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
13 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code  
14 Section 558, at all relevant times.

15           21. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
16 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,  
17 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any  
18 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
19 civil penalties for each underpaid employee.

20           22. DEFENDANTS' uniform policies and practices alleged herein were unlawful,  
21 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain  
22 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

23           23. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
24 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other  
25 members of the CALIFORNIA CLASS who has been economically injured by DEFENDANTS'  
26 past and current unlawful conduct, and all other appropriate legal and equitable relief.

27  
28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5

6  
7  
8  
9

## 10

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
2 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

4 27. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
5 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,  
6 meaning the time during which an employee is subject to the control of an employer, including all  
7 the time the employee is suffered or permitted to work. From time to time during the CLASS  
8 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work  
9 without paying them for all the time they were under DEFENDANTS' control. Specifically,  
10 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be  
11 PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFF did not even  
12 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members  
13 forfeited minimum wage and overtime compensation by regularly working without their time being  
14 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
15 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
16 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

17 28. From time to time during the CLASS PERIOD, as a result of their rigorous work  
18 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other  
19 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty  
20 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
21 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for  
22 more than five (5) hours during some shifts without receiving a meal break. Further,  
23 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second  
24 off-duty meal period for some workdays in which these employees are required by DEFENDANTS  
25 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
26 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"  
27 meal period exception. When they were provided with meal periods, PLAINTIFF and other  
28 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty



1 and on call. DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS  
2 members with legally required meal breaks is evidenced by DEFENDANTS' business records. As  
3 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF  
4 and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
5 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

6 **B. Rest Period Violations**

7 29. From time to time during the CLASS PERIOD, PLAINTIFF and other  
8 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without  
9 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
10 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied  
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
12 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
13 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest  
14 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to  
15 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS  
16 members were, from time to time, required to remain on premises, on duty and/or on call.  
17 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour  
18 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate  
19 staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied  
20 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

21 **C. Unreimbursed Business Expenses**

22 30. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
24 and the other CALIFORNIA CLASS members for required business expenses incurred by the  
25 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their  
26 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are  
27 required to indemnify employees for all expenses incurred in the course and scope of their  
28 employment. California Labor Code Section 2802 expressly states that "an employer shall

1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
2 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
3 directions of the employer, even though unlawful, unless the employee, at the time of obeying the  
4 directions, believed them to be unlawful.”

5 31. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
6 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
7 phones, vehicles, and for the maintenance of their work uniforms, as a result of and in furtherance  
8 of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were  
9 required to use their personal cell phones, vehicles, and maintain their work uniforms, in order to  
10 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse  
11 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones,  
12 vehicles, and maintenance of their work uniforms. As a result, in the course of their employment  
13 with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS members incurred  
14 unreimbursed business expenses that included, but were not limited to, costs related to the use of  
15 their personal cell phones, vehicles, and maintenance of their work uniforms, all on behalf of and  
16 for the benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 32. California Labor Code Section 226 required an employer to furnish its employees  
19 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
22 name of the employee and only the last four digits of the employee’s social security number or an  
23 employee identification number other than a social security number, (8) the name and address of  
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 33. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate  
2 wage statements which failed to show, among other things, all deductions, the total hours worked  
3 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
4 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
5 periods.

6 34. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
7 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
8 California Labor Code Section 226.

9 35. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
10 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,  
11 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
12 unintentional payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 36. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
15 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
16 for all hours worked.

17 37. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
18 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
19 work, including but not limited to sending and receiving work-related communications and  
20 completing required work-related quizzes for management. This resulted in PLAINTIFF and other  
21 CALIFORNIA CLASS members having to work while off-the-clock.

22 38. DEFENDANTS directed and directly benefited from the undercompensated off-the-  
23 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

24 39. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
25 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS  
26 members.

27 40. DEFENDANTS were able to track the amount of time PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to

document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

41. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt employees, subject to the requirements of the California Labor Code.

42. DEFENDANTS' policies and practices deprived PLAINTIFF and the other CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

43. DEFENDANTS knew or should have known that PLAINTIFFS' and the other CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

44. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to sending and receiving work-related communications and completing required work-related quizzes for management. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

**F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay**

45. From time to time during the CLASS PERIOD, DEFENDANTS failed and continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at

1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
2 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 46. State law provides that employees must be paid overtime at one-and-one-half times  
4 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were  
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's  
6 performance.

7 47. The second component of PLAINTIFF'S and other CALIFORNIA CLASS  
8 members' compensation was DEFENDANTS' non-discretionary incentive program that paid  
9 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their  
10 performance for DEFENDANTS. The non-discretionary bonus program provided all employees  
11 paid on an hourly basis with bonus compensation when the employees met the various performance  
12 goals set by DEFENDANTS.

13 48. However, from time to time, when calculating the regular rate of pay in those pay  
14 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
16 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus  
17 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked  
18 rather than just all non-overtime hours worked. Management and supervisors described the  
19 incentive/bonus program to potential and new employees as part of the compensation package. As  
20 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
21 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in  
22 a systematic underpayment of overtime and double time compensation, meal and rest period  
23 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
24 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid  
25 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of  
26 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
27 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated  
28 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for

1 purposes of sick pay compensation was in violation of California Labor Code Section 246, the  
2 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or  
3 204.

4 49. In violation of the applicable sections of the California Labor Code and the  
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a  
6 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
7 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
8 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick  
9 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an  
10 unfair advantage over competitors who complied with the law. To the extent equitable tolling  
11 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS  
12 PERIOD should be adjusted accordingly.

13 **G. Unlawful Deductions**

14 50. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
15 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanations and without  
16 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a  
17 result, DEFENDANTS violated Labor Code Section 221.

18 **H. Timekeeping Manipulation**

19 51. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an  
20 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
21 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
22 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
23 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and  
24 unilaterally alter the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFF and  
25 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all  
26 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and  
27 missed rest breaks.

28 ///

1           52. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
2 time to time, forfeited time worked by working without their time being accurately recorded and  
3 without compensation at the applicable pay rates.

4           53. The mutability of the timekeeping system also allowed DEFENDANTS to alter  
5 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'  
6 timekeeping system to create the appearance that PLAINTIFF and other members of the  
7 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees  
8 were not provided an off-duty meal break at all times. This practice is a direct result of  
9 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)  
10 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal  
11 breaks.

12           54. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
13 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit  
14 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and  
15 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours  
16 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

17       **I. Unlawful Rounding Practices**

18           55. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place  
19 an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
20 CALIFORNIA CLASS members for the actual time these employees worked each day, including  
21 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and  
22 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being  
23 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in  
24 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system  
25 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these  
26 employees for all their time worked, including the applicable overtime compensation for overtime  
27 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,  
28

1 forfeited compensation for their time worked by working without their time being accurately  
2 recorded and without compensation at the applicable overtime rates.

3 56. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
4 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time  
5 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding  
6 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as  
7 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
8 duty meal break.

9 **J. Violations for Untimely Payment of Wages**

10 57. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
11 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
12 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,  
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
14 rest period premium wages within the permissible time period.

15 58. Pursuant to California Labor Code Section 201, "If an employer discharges an  
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."  
17 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his  
18 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
19 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
20 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS  
21 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
22 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
23 and 202.

24 59. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
25 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
26 employment ended during the CLASS PERIOD.

27  
28 ///



1     **K. Sick Pay Violations**

2           60.     California Labor Code Section 246 (a)(1) mandates that “An employee who, on or  
3 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
4 from the commencement of employment is entitled to paid sick days as specified in this section.”  
5 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
6 From time to time, DEFENDANTS failed to have a policy or practice in place to provide  
7 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick  
8 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to  
9 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

10          61.     California Labor Code Section 246(i) requires an employer to furnish its employees  
11 with written wage statements setting forth the amount of paid sick leave available. From time to  
12 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
14 paid sick leave available.

15     **L. Failure to Provide Personnel Files**

16          62.     On January 21, 2025, and March 5, 2025, PLAINTIFF caused written requests via  
17 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment  
18 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized  
19 pay stubs; and (4) PLAINTIFF’S complete employment file.

20          63.     DEFENDANTS failed to provide and/or make available to PLAINTIFF their  
21 personnel records, payroll records, employment contract, and entire employment file within thirty  
22 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
23 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.  
24 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide  
25 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former  
26 employees) have the right to inspect personnel records maintained by the employer “related to  
27 the employee’s performance or to any grievance concerning the employee.” Employers must  
28 allow inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to

1 and requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a  
2 statutory penalty, and an award of attorneys' fees and costs for bringing this action.

3 **M. Tip Pooling**

4 64. During the CALIFORNIA CLASS period, pursuant to DEFENDANTS' company  
5 policies and practices, PLAINTIFF and other CALIFORNIA CLASS Members were forced to  
6 forfeit gratuities left for them by customers to DEFENDANTS' agents who provided no service  
7 to the customers that resulted in the gratuity. DEFENDANTS routinely added gratuity tips and  
8 service charges to its food and beverage bills. These gratuities and service charges reasonably  
9 appear to be gratuities for the service staff. It is typical and customary in the hospitality industry  
10 that establishments impose gratuity charges on the food and beverage bill. Thus, when customers  
11 paid these charges, it is reasonable for them to have believed they were gratuities to be paid to the  
12 service staff. Indeed, because many of these charges are depicted to customers, and the custom in  
13 the food and beverage industry that gratuities are paid for food and beverage service, customers  
14 paid these charges reasonably believing they were remitted to the service staff. However,  
15 DEFENDANTS have not remitted the total proceeds of these gratuities to the non-managerial  
16 employees who serve the food and beverages. Instead, DEFENDANTS have a policy and practice  
17 of using a portion of these gratuities to pay managers or other non-service employees. As a result,  
18 PLAINTIFF and CALIFORNIA CLASS Members have not received the total proceeds of the  
19 gratuities, to which they are entitled to under California law.

20 65. DEFENDANTS are generally in the business of owning and operating a restaurant.  
21 During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS  
22 Members were in the "chain of service" and earned gratuities based on their service for their  
23 customers. However, PLAINTIFF and CALIFORNIA CLASS Members were forced to forfeit  
24 portions of their gratuities, which said gratuities were kept by DEFENDANTS' employees who  
25 were not in the chain of service from which the gratuity resulted. PLAINTIFF and other  
26 CALIFORNIA CLASS Members contend that any gratuities kept by DEFENDANTS' non-service  
27 employees were illegal and in violation of California law because PLAINTIFF and other  
28

1 CALIFORNIA CLASS Members provided the service for to whom the gratuity should have been  
2 paid.

3 66. California Labor Code § 351 establishes the requirements for an employer regarding  
4 the payment of gratuities. Specifically, gratuities are the sole property of the employees. California  
5 Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or  
6 receiving any portion of a gratuity. California Labor Code § 350(e) defines the term “gratuity” as  
7 including any money that has been paid or given or left for an employee by a patron of a business  
8 over and above the actual amount due the business for services rendered or for goods, food, drink  
9 or articles sold or served to such patron. Labor Code § 353 requires employers to keep accurate  
10 records of all gratuities they receive, directly or indirectly.

11 67. Although tip pooling is not expressly prohibited by the Labor Code, employees who  
12 mandate tip pooling must only distribute pooled tips to employees in the “chain of service.” By  
13 distributing tips to employees who were not in the “chain of service,” DEFENDANTS have  
14 violated and continue to violate the legal requirements for handling pooled tips.

15 68. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
16 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
17 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
18 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
19 provide PLAINTIFF with a second off-duty meal period each workday in which they were required  
20 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
21 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the  
22 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-  
23 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited  
24 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’  
25 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with  
26 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
27 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
28 expenses incurred for the use of their personal cell phone and personal vehicle, on behalf of and

1 in furtherance of their employment with DEFENDANTS. Additionally, DEFENDANTS failed to  
2 provide and/or make available to PLAINTIFF their personnel records, payroll records,  
3 employment contracts, and entire employment file within (30) days of all their requests on January  
4 21, 2025, and March 5, 2025. To date, DEFENDANTS have not fully paid PLAINTIFF the  
5 minimum, overtime and double time compensation still owed to them, or any penalty wages owed  
6 to them under California Labor Code Section 203. The amount in controversy for PLAINTIFF  
7 individually does not exceed the sum or value of \$75,000.

### 8 **CLASS ACTION ALLEGATIONS**

9 69. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California  
10 class defined as all persons who are or previously were employed by Defendant Campfire and/or  
11 Defendant NSH and/or Defendant Jeune and/or Defendant Wildland & Lilo in California and  
12 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period  
13 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
14 by the Court (the “CLASS PERIOD”).

15 70. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
16 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
17 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
18 illegal meal and rest period policies, failure to reimburse for business expenses, failure to  
19 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to  
20 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and  
21 expenses.

22 71. The members of the class are so numerous that joinder of all class members is  
23 impractical.

24 72. Common questions of law and fact regarding DEFENDANTS’ conduct, including  
25 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
26 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
27 regular rate of compensation for missed meal and rest period premiums, failure to provide legally  
28 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide

1 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
2 overtime, exist as to all members of the class and predominate over any questions affecting solely  
3 any individual members of the class. Among the questions of law and fact common to the class are:

- 4 a. Whether DEFENDANTS maintained legally compliant meal period policies and  
5 practices;
- 6 b. Whether DEFENDANTS maintained legally compliant rest period policies and  
7 practices;
- 8 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
9 members accurate premium payments for missed meal and rest periods;
- 10 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
11 members accurate overtime wages;
- 12 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
13 members at least minimum wage for all hours worked;
- 14 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA  
15 CLASS members for required business expenses;
- 16 g. Whether DEFENDANTS issued legally compliant wage statements;
- 17 h. Whether DEFENDANTS committed an act of unfair competition by systematically  
18 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA  
19 CLASS for all time worked;
- 20 i. Whether DEFENDANTS committed an act of unfair competition by systematically  
21 failing to record all meal and rest breaks missed by PLAINTIFF and other  
22 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit  
23 of this work, required employees to perform this work and permits or suffers to  
24 permit this work;
- 25 j. Whether DEFENDANTS committed an act of unfair competition in violation of  
26 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by  
27 failing to provide the PLAINTIFF and the other members of the CALIFORNIA  
28 CLASS with the legally required meal and rest periods.

1           73. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
2 result of DEFENDANTS' conduct and actions alleged herein.

3           74. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and  
4 PLAINTIFF has the same interests as the other members of the class.

5           75. PLAINTIFF will fairly and adequately represent and protect the interests of the  
6 CALIFORNIA CLASS members.

7           76. PLAINTIFF retained able class counsel with extensive experience in class action  
8 litigation.

9           77. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
10 interest of the other CALIFORNIA CLASS members.

11           78. There is a strong community of interest among PLAINTIFF and the members of the  
12 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
13 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
14 sustained.

15           79. The questions of law and fact common to the CALIFORNIA CLASS members  
16 predominate over any questions affecting only individual members, including legal and factual  
17 issues relating to liability and damages.

18           80. A class action is superior to other available methods for the fair and efficient  
19 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
20 since the damages suffered by individual members of the class may be relatively small, the expense  
21 and burden of individual litigation makes it practically impossible for the members of the class  
22 individually to redress the wrongs done to them. Without class certification and determination of  
23 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
24 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 25           a. Inconsistent or varying adjudications with respect to individual members of the  
26 CALIFORNIA CLASS which would establish incompatible standards of conduct  
27 for the parties opposing the CALIFORNIA CLASS; and/or,  
28



1 2802, for which this Court should issue declaratory and other equitable relief pursuant to California  
2 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the  
3 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

4 86. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair  
5 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous  
6 or substantially injurious to employees, and were without valid justification or utility for which this  
7 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
8 Business and Professions Code, including restitution of wages wrongfully withheld.

9 87. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
10 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally  
11 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
12 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary  
13 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant  
14 to the applicable California Labor Code and Industrial Welfare Commission requirements in  
15 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this  
16 Court should issue injunctive and equitable relief, pursuant to California Business and Professions  
17 Code Section 17203, including restitution of wages wrongfully withheld.

18 88. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
19 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
20 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
21 DEFENDANTS.

22 89. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
23 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
24 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
25 required by California Labor Code Sections 226.7 and 512.

26 90. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each  
27 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
28 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each



workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

91. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was not timely provided as required by law.

92. By and through the unlawful and unfair business practices described herein, DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly compete against competitors who comply with the law.

93. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business practices in violation of California Business and Professions Code Sections 17200, *et seq.*

94. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

95. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a

1 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
3 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

7 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

9 96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
11 Complaint.

12 97. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
13 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
14 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
15 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

16 98. Pursuant to California Labor Code Section 204, other applicable laws and  
17 regulations, and public policy, an employer must timely pay its employees for all hours worked.

18 99. California Labor Code Section 1197 provides the minimum wage for employees  
19 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less  
20 wage than the minimum so fixed is unlawful.

21 100. California Labor Code Section 1194 establishes an employee's right to recover  
22 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
23 of suit.

24 101. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the  
25 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
26 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
28 CALIFORNIA CLASS.

1           102. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
3 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other  
4 members of the CALIFORNIA CLASS in regard to minimum wage pay.

5           103. In committing these violations of the California Labor Code, DEFENDANTS  
6 inaccurately calculated the correct time worked and consequently underpaid the actual time worked  
7 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an  
8 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
9 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws  
10 and regulations.

11           104. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
13 minimum wage compensation for their time worked for DEFENDANTS.

14           105. During the CLASS PERIOD, PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
16 failure to pay all earned wages.

17           106. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
18 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
19 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered  
20 and will continue to suffer an economic injury in amounts which are presently unknown to them,  
21 and which will be ascertained according to proof at trial.

22           107. DEFENDANTS knew or should have known that PLAINTIFF and the other  
23 members of the CALIFORNIA CLASS were under-compensated for their time worked.  
24 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
25 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
26 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for  
28 their time worked.

1           108. In performing the acts and practices herein alleged in violation of California labor  
2 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
3 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
4 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
5 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
6 consequences to them, and with the despicable intent of depriving them of their property and legal  
7 rights, and otherwise causing them injury in order to increase company profits at the expense of  
8 these employees.

9           109. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
10 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment  
11 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
12 Code and/or other applicable statutes. To the extent minimum wage compensation is determined  
13 to be owed to the CALIFORNIA CLASS members who have terminated their employment,  
14 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these  
15 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,  
16 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.  
17 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,  
18 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory  
19 costs.

### 20                                   **THIRD CAUSE OF ACTION**

#### 21                                   **Failure To Pay Overtime Compensation**

22                                   **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

23                                   **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

24           110. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and  
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
26 Complaint.

27           111. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
28 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all  
2 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve  
3 (12) hours in a workday, and/or forty (40) hours in any workweek.

4 112. Pursuant to California Labor Code Section 204, other applicable laws and  
5 regulations, and public policy, an employer must timely pay its employees for all hours worked.

6 113. California Labor Code Section 510 provides that employees in California shall not  
7 be employed more than eight (8) hours per workday and/or more than forty (40) hours per  
8 workweek unless they receive additional compensation beyond their regular wages in amounts  
9 specified by law.

10 114. California Labor Code Section 1194 establishes an employee's right to recover  
11 unpaid wages, including minimum and overtime compensation and interest thereon, together with  
12 the costs of suit. California Labor Code Section 1198 further states that the employment of an  
13 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

14 115. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members  
15 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
16 they worked, including overtime work.

17 116. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
19 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and  
20 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the  
21 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work  
22 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or  
23 forty (40) hours in any workweek.

24 117. In committing these violations of the California Labor Code, DEFENDANTS  
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
26 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
27 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
28

1 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
2 regulations.

3 118. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
4 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
5 overtime compensation for their time worked for DEFENDANTS.

6 119. California Labor Code Section 515 sets out various categories of employees who are  
7 exempt from the overtime requirements of the law. None of these exemptions are applicable to  
8 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
9 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
10 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
11 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on  
12 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of  
13 California.

14 120. During the CLASS PERIOD, PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
16 a failure to pay all earned wages.

17 121. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
18 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
19 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
20 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were  
21 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
22 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
23 records and witnessed by employees.

24 122. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
25 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
26 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA  
27 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently  
28 unknown to them, and which will be ascertained according to proof at trial.

1           123. DEFENDANTS knew or should have known that PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
3 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
4 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
5 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF  
6 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime  
7 worked.

8           124. In performing the acts and practices herein alleged in violation of California labor  
9 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
10 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
11 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
12 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the  
13 consequences to them, and with the despicable intent of depriving them of their property and legal  
14 rights, and otherwise causing them injury in order to increase company profits at the expense of  
15 these employees.

16           125. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request  
17 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment  
18 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
19 Code and/or other applicable statutes. To the extent overtime compensation is determined to be  
20 owed to the CALIFORNIA CLASS members who have terminated their employment,  
21 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and  
22 therefore these individuals are also be entitled to waiting time penalties under California Labor  
23 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was  
24 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS  
25 members are entitled to seek and recover statutory costs.

26  
27  
28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

3

4

5  
6  
7

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

22  
23  
24  
25  
26

28



129. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

## **FIFTH CAUSE OF ACTION**

## Failure To Provide Required Rest Periods

**(Cal. Lab. Code §§ 226.7 & 512)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

130. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

131. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

132. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest  
2 period was not provided.

3 133. As a proximate result of the aforementioned violations, PLAINTIFF and  
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and  
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 134. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
12 Complaint.

13 135. California Labor Code Section 226 provides that an employer must furnish  
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. Gross wages earned,  
16 b. total hours worked by the employee, except for any employee whose compensation  
17 is solely based on a salary and who is exempt from payment of overtime under  
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
19 Commission,  
20 c. the number of piece-rate units earned and any applicable piece rate if the employee  
21 is paid on a piece-rate basis,  
22 d. all deductions, provided that all deductions made on written orders of the employee  
23 may be aggregated and shown as one item,  
24 e. net wages earned,  
25 f. the inclusive dates of the period for which the employee is paid,  
26 g. the name of the employee and his or her social security number, except that by  
27 January 1, 2008, only the last four digits of his or her social security number of an  
28

employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

136. When DEFENDANTS did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

137. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

138. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 139. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
7 Complaint.

8 140. California Labor Code Section 200 provides that:

9 As used in this article:

10 (d) "Wages" includes all amounts for labor performed by employees of every  
11 description, whether the amount is fixed or ascertained by the standard of time,  
task, piece, commission basis, or other method of calculation.

12 (e) "Labor" includes labor, work, or service whether rendered or performed under  
13 contract, subcontract, partnership, station plan, or other agreement if the labor to  
be paid for is performed personally by the person demanding payment.

14 141. California Labor Code Section 201 provides, in relevant part, that "If an employer  
15 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
16 immediately."

17 142. California Labor Code Section 202 provides, in relevant part, that:

18 If an employee not having a written contract for a definite period quits his or her  
employment, his or her wages shall become due and payable not later than 72 hours  
19 thereafter, unless the employee has given 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  
20 of quitting. Notwithstanding any other provision of law, an employee who quits without  
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
21 requests and designates a mailing address. The date of the mailing shall constitute the  
date of payment for purposes of the requirement to provide payment within 72 hours  
22 of the notice of quitting.

23 143. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
24 members' employment contract.

25 144. California Labor Code Section 203 provides:

26 If an employer willfully fails to pay, without abatement or reduction, in accordance with  
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or  
27 who quits, the wages of the employee shall continue as a penalty from the due date  
thereof at the same rate until paid or until an action therefor is commenced; but the  
28 wages shall not continue for more than 30 days.

145. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

146. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

### EIGHTH CAUSE OF ACTION

## Failure To Reimburse Employees for Required Expenses

**(Cal. Lab. Code §§ 2802)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

147. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

148. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

149. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, vehicles, and maintenance of work uniforms, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, vehicles, and to maintain their

1 work uniforms, to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS’  
2 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA  
3 CLASS members for expenses resulting from the use of their personal cell phones, vehicles, and  
4 maintenance of their work uniforms, within the course and scope of their employment for  
5 DEFENDANTS. These expenses were necessary to complete their principal job duties.  
6 DEFENDANTS are estopped by DEFENDANTS’ conduct to assert any waiver of this expectation.  
7 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA  
8 CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the  
9 CALIFORNIA CLASS members for these expenses as an employer is required to do under the  
10 laws and regulations of California.

11 150. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
12 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
14 statutory rate and costs under California Labor Code Section 2802.

### 15 **NINTH CAUSE OF ACTION**

#### 16 **Failure To Permit Inspection of Employee Records**

17 **(Cal. Lab. § 1198.5)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 151. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
21 Complaint.

22 152. Labor Code § 1198.5 states that employees (and former employees) have the right  
23 to inspect personnel records maintained by the employer “related to the employee’s performance  
24 or to any grievance concerning the employee.” Employers must allow inspection or copying  
25 within thirty (30) days of the request.

26 153. On January 21, 2025, and March 5, 2025, PLAINTIFF caused written request via  
27 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment  
28

1 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized  
2 pay stubs; and (4) PLAINTIFF'S complete employment file.

3 154. DEFENDANTS failed to provide and/or make available to PLAINTIFF their  
4 personnel records, payroll records, employment contract, and entire employment file within thirty  
5 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
6 DEFENDANT has still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

7 155. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance  
8 with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys' fees and costs  
9 for bringing this action.

### 10 **TENTH CAUSE OF ACTION**

#### 11 **FAILURE TO PAY STATUTORY GRATUITIES**

12 **(Cal. Lab. Code § 351 et seq.)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all**  
14 **Defendants)**

15 156. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
17 Complaint.

18 157. DEFENDANTS' conduct, as set forth above, in failing to remit to non-managerial  
19 employees the total proceeds of gratuities added to customers' bills constitutes a violation of  
20 California Labor Code Section 351. This violation is enforceable pursuant to the California Unfair  
21 Competition Law, Cal. Bus. And Prof. Code 17200 et seq. DEFENDANTS' conduct constitutes  
22 unlawful, unfair, and/or fraudulent business acts or practices, in that DEFENDANT has violated  
23 California Labor Code Section 351 in not remitting to the non-managerial service employees the  
24 total gratuities that were charged to customers.

25 158. As a proximate result of the aforementioned violations, PLAINTIFF and  
26 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,  
27 including the loss of gratuities to which they were entitled. and seek all wages earned and due,  
28 interest, penalties, expenses and costs of suit.

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;
- d. 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 each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for



violation of California Labor Code Section 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with California Labor Code Section 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action

a. For an award of statutory damages as plead pursuant to Labor Code § 1198.5

b. For an injunction compelling production of Plaintiff's employment records pursuant to Labor Code §1198.5.

4. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: June 2, 2025

**JCL LAW FIRM, APC**

By:   
Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: June 2, 2025

**JCL LAW FIRM, APC**

By:   
Jean-Claude Lapuyade, Esq.