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8 Norma Santizo and Mimi Lee,
9 individually and on behalf of
10 all others similarly situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF SAN MATEO

12 NORMA SANTIZO and MIMI LEE,
13 individually and on behalf of all others
14 similarly situated,

14 Plaintiffs,

15 vs.

16 NEAL'S COFFEE SHOP, INC., a California
17 corporation; SUNIL PRASAD, an individual,
18 and DOES 1 through 20, inclusive,

18 Defendants.

Case No. 24-CIV-03380

CLASS ACTION AND REPRESENTATIVE COMPLAINT FOR:

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Permit Rest Breaks;
- (5) Failure to Provide Accurate and Itemized Wage Statements;
- (6) Failure to Reimburse All Business Expenses;
- (7) Violation of Waiting Time Penalties;
- (8) Violation of Business and Professions Code § 17200, *et seq.*; and
- (9) Enforcement of Labor Code § 2698 *et seq.* (PAGA)

21 _____ / **JURY TRIAL DEMANDED**

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 6/3/2024
By /s/ Hessen Ladcani
Deputy Clerk

1 Plaintiffs Norma Santizo and Mimi Lee (“Plaintiffs”), individually and on behalf of all
2 others similarly situated, for their Complaint against Defendants Neal’s Coffee Shop, Inc. and
3 Sunil Prasad (collectively “Defendants”), allege upon information and belief as follows:

4 **INTRODUCTION**

5 1. Plaintiffs Norma Santizo and Mimi Lee bring this putative class action against
6 Defendants and DOES 1-20, on behalf of themselves individually and a putative class of non-
7 exempt employees employed by Defendants.

8 2. Defendants operate restaurants under the name Neal’s Coffee Shop.

9 3. Through this action, Plaintiffs allege that Defendants have engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders.

12 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 a) Failing to pay for all hours worked, including minimum and overtime wages;
- 15 b) Failing to pay overtime premium rate wages;
- 16 c) Failing to provide meal periods or compensation in lieu thereof;
- 17 d) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- 18 e) Knowingly making unlawful wage deductions;
- 19 f) Failing to provide accurate itemized wage statements; and
- 20 g) Failing to pay all wages due to former employees.

21 5. Defendants maintained and enforced against the class the following unlawful
22 practices and policies, in violation of California state wage and hour laws:

- 23 a) Pursuant to their policies and practices, Defendants willfully failed to pay
24 Plaintiffs and Class Members regular, premium and/or double time pay for all
25 regular and overtime hours worked, in violation of California law.
- 26 b) Pursuant to their policies and practices, Defendants failed to provide meal and rest
27 breaks in violation of California law and failed to pay employees premium wages
28 when they were denied rest and meal breaks. Plaintiffs and Class Members

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regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties. Furthermore, Defendants failed to provide a second meal period for shifts of more than ten (10) hours. Instead, Defendants regularly required Plaintiffs and Class Members to perform work off-the-clock during meal periods. Defendants maintained a time-keeping system that falsified employee time records to indicate a thirty-minute meal break, which Defendants knew employees did not take. Moreover, based on lack of proper coverage and the scheduling of meal periods, Plaintiff and Class Members were not able to take off-duty meal and rest periods during their shifts. When Class Members suffered meal and rest period violations, Defendants failed to pay an additional hour of pay at the regular rate of pay to Class Members.

- c) Pursuant to their policies and practices, Defendants willfully failed to keep and provide adequate work or payroll records as required by law. Defendants failed to provide Plaintiff and Class Members with accurate wage statements that identified the correct gross and net wages earned, total hours worked, all meal and rest periods premiums, and the correct calculation of overtime wages.
- d) Pursuant to their policies and practices, Defendants willfully took unlawful deductions from employees' paychecks.
- e) Pursuant to their policies and practices, Defendants willfully failed to provide all wages due upon termination of employment.

6. On behalf of themselves and all Class Members, Plaintiffs seek injunctive and declaratory relief; damages, including, unpaid wages and benefits; interest; penalties as provided for by the California Labor Code; restitution; pre-judgment and post-judgment interest; and reasonable attorney's fees, costs, and expenses of this action.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of

1 jurisdiction over them by the California courts consistent with traditional notions of fair play and
2 substantial justice.

3 8. Venue is proper in this Court pursuant to California Code of Civil Procedure
4 §§ 395 and 395.5 because Defendants maintain two restaurants headquartered in San Mateo
5 County, California, Defendants employ Plaintiffs in San Mateo County, and the unlawful acts
6 alleged herein occurred and continue to occur in San Mateo County.

7 **PARTIES**

8 9. Plaintiff Norma Santizo is a California resident and has been employed by
9 Defendants as a server from approximately 2001 through the present. Throughout her
10 employment with Defendants, she has been classified as a non-exempt employee covered by
11 California’s wage and hour laws.

12 10. Plaintiff Mimi Lee is a California resident and was employed by Defendants as a
13 server from approximately 2004 through April 2024. Throughout her employment with
14 Defendants, she has been classified as a non-exempt employee covered by California’s wage and
15 hour laws.

16 11. Defendant Neal’s Coffee Shop is a California restaurant with branches located at
17 1845 El Camino Real, Burlingame, CA 94010 and 114 De Anza Blvd., San Mateo, CA 94402.

18 12. Defendant Sunil Prasad is the owner and manager of Neal’s Coffee Shop, residing
19 in San Mateo County, California.

20 13. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants
21 was an employer, was the principal, agent, partner, joint venture, office, director, controlling
22 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
23 interest of some or all of the other Defendants, and was engaged with some or all of the other
24 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
25 other Defendants so as to be liable for their conduct with respect to the matters alleged in this
26 complaint. Plaintiffs further are informed and believe and thereon allege that each Defendant
27 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
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1 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
2 controlled, aided and abetted the conduct of all other Defendants.

3 14. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of the defendants named herein as Does 1 through 20 (“Doe Defendants”), inclusive,
5 are unknown to Plaintiffs, who therefore sues these defendants by such fictitious names pursuant
6 to California Code of Civil Procedure section 474. Upon ascertaining the Doe Defendants’ true
7 identity, Plaintiffs will amend this complaint to allege their true names and capacities. Plaintiffs
8 are informed and believe, and therefore allege, that each of the fictitiously named Doe
9 Defendants are responsible in some manner for the occurrences hereinafter alleged, and that the
10 damages of Plaintiffs and the Class Members were caused in part by the Doe Defendants.

11 **GENERAL FACTS AND ALLEGATIONS**

12 15. Defendant Sunil Prasad owns and operates two Neal’s Coffee Shop restaurants
13 located in San Mateo County, California.

14 16. Defendants hired Plaintiffs Santizo and Lee as Servers. Plaintiffs worked at both
15 the Burlingame and San Mateo restaurant locations.

16 17. The morning shift at Neal’s Coffee Shop is from approximately 7:00 AM to
17 2:00 PM. The afternoon and evening shift is from approximately 2:00 PM to 8:00 PM.

18 18. Plaintiffs and Class Members routinely clock-in and start working before the start
19 of their morning shift at 7:00 AM. Plaintiffs and Class Members are expected to have the
20 restaurant ready to open by 7:00 AM, meaning they must start opening work prior to that time,
21 including making coffee, setting tables, and performing other preparatory tasks.

22 19. Similarly, Plaintiffs and Class Members routinely clock-out after the scheduled
23 end of their shifts. Defendants require employees to remain at the restaurant until all customers
24 leave. Plaintiffs and Class Members are also required to do “side work” such as cleaning tables
25 and closing the restaurant.

26 20. Plaintiffs’ and Class Members’ clock in/out receipts reflect this extra time worked;
27 however, Plaintiffs’ and Class Members’ wage statements only reflect payment for the official
28 “shift time” that Plaintiffs and Class Members were scheduled to work.

1 21. Defendants are aware that Plaintiffs and Class Members work extra time without
2 compensation, as these hours are reflected in their clock in/out receipts. Defendants therefore
3 knowingly fail to pay Plaintiffs and Class Members for all hours worked.

4 22. Plaintiffs and Class Members were also not paid premium overtime rates.
5 Defendants did not pay Plaintiffs and Class Members one and one-half (1½) times their regular
6 rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours
7 in any workday. Defendants did not pay Plaintiffs and Class Members double their regular rate
8 of pay for all hours worked in excess of 12 hours in any workday. Defendants did not pay
9 Plaintiffs and Class Members one and one-half (1½) times their regular rate of pay for all hours
10 worked in excess of forty (40) hours in any workweek.

11 23. Employees, including Plaintiffs, were often scheduled to work double shifts of
12 approximately thirteen (13) hours for which they were not paid premium overtime rates.
13 Defendants did not pay employees premium overtime rates for hours worked over forty (40)
14 hours in a workweek.

15 24. Defendants are aware of these overtime violations, as they are clearly documented
16 in Plaintiffs' and Class Members' wage statements.

17 25. Plaintiffs are informed and believe, and thereon allege, that Defendants' practice
18 of failing to pay employees for all hours worked and failing to pay employees overtime pay
19 applies uniformly to both Neal's Coffee Shop restaurant locations.

20 26. Defendants also routinely denied Plaintiffs' and Class Members' rest and meal
21 breaks during which they were relieved of their duties.

22 27. Defendants have a policy and practice of scheduling one Server or one Busser per
23 shift, thereby making it impossible for the employees to take a meal or rest break while also
24 attending to customers. Defendants also have a policy and practice of understaffing the kitchen,
25 often only scheduling two Cooks at a time, making it difficult for Cooks to take rest or meal
26 breaks. Even when a shift was staffed with an additional employee, Plaintiffs and Class
27 Members report that they were generally too busy to take breaks.

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1 28. Additionally, Plaintiffs and Class Members who work double shifts are not
2 provided with a break between shifts.

3 29. Defendants failed to pay all employees an hour of pay when they were denied a
4 ten-minute duty-free rest break during their first four hours of work or a thirty-minute
5 uninterrupted meal period during their first five hours of work.

6 30. In fact, Plaintiffs’ and Class Members’ wage statements list precise thirty-minute
7 breaks at the same time every day. These records are fabricated, as evident when compared to
8 employees’ clock in/out receipts.

9 31. Upon information and belief, Defendant Prasad maintains cameras throughout
10 both restaurant locations, which he monitors throughout the workday. For example, Mr. Prasad
11 has a practice of sending employees text messages or calling the restaurant to reprimand
12 employees for taking a break or consuming food or beverages while on the main floor of the
13 restaurant. Such messages include instructions not to drink coffee at the beginning of a shift or
14 demands to “stay focused.” Often, these messages include screenshots of live camera footage
15 from the restaurant.

16 32. Plaintiffs are informed and believe, and thereon allege, Defendants’ employment
17 practice of failing to provide employees working more than four hours with a compliant duty-free
18 rest break and failing to provide employees working more than five hours a 30-minute, duty-free
19 meal break, and failing to pay them an hour of pay for missing those rest and meal periods,
20 applies uniformly to both Neal’s Coffee Shop restaurant locations.

21 33. Plaintiffs and Class Members are subject to unauthorized deductions from their
22 wage statements. For example, Servers, including Plaintiffs, are often instructed by Defendant
23 Prasad to pay for a customer’s meal if that customer leaves the restaurant without paying their
24 bill.

25 34. Additionally, Plaintiffs’ and Class Members’ wage statements regularly reflect a
26 deduction of approximately \$39.38 for a “meal plan.” This deduction is included in the wage
27 statement regardless of whether employees eat food from the restaurant and regardless of whether
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1 they requested to opt into any “meal plan.” Even if an employee orders food from the restaurant
2 on occasion, they are still charged the full \$39.38, regardless of the actual cost of their meal.

3 35. Plaintiffs are informed and believe, and thereon allege, Defendants’ employment
4 practice of taking unauthorized wage deductions from employees’ pay checks applies uniformly
5 to both Neal’s Coffee Shop restaurant locations.

6 **CLASS ACTION ALLEGATIONS**

7 36. Plaintiffs bring causes of action one through six and eight pursuant to the
8 California Labor Code and California’s Unfair Competition Law (“UCL”) for Defendants’
9 violations of California’s wage and hour laws on behalf of the following proposed class:

10 All persons who were, are, or will work at Neal’s Coffee Shop in
11 the four years prior to the filing of the initial Complaint, up and
12 through the class certification of this action, under the job titles
Servers, Bussers/Dishwashers, or Cooks (the “Class”).

13 37. Plaintiff Lee brings the seventh cause of action pursuant to the California Labor
14 Code on behalf of the following proposed Subclass:

15 All members of the Class who have or will separate from
16 employment with Defendants within the statute of limitations
17 period applicable to claims under Section 203 of the California
Labor Code (the “Subclass”).

18 38. This action is suited to be managed as a class action pursuant to Code of Civil
19 Procedure § 382 because there exists an ascertainable and sufficiently numerous Class, a well-
20 defined community of interest, and substantial benefits from certification that render proceeding
21 as a class superior to the alternatives. The action may also be brought as a representative action
for the same reasons.

22 39. Numerosity and Ascertainability. The Class size makes it necessary and efficient
23 to manage the claims as a class action. The members of the Class are so numerous that joinder of
24 all individual Class Members would be impractical. Although all members of the Class are
25 unknown to Plaintiffs at this time, on information and belief, the Class is estimated to be greater
26 than 40 individuals. Class Members are readily ascertainable through Defendants’ employment
27 and payroll records.

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1 40. Predominant Common Questions of Law and Fact. Common questions of law and
2 fact affecting the rights of all Class Members predominate over individualized issues.
3 Defendants’ liability is based on uniform policies and procedures applicable to all Class
4 Members in that Defendants have common policies and practices of (a) refusing to pay regular
5 and overtime compensation for all hours worked, (b) failing to provide uninterrupted meal and
6 rest breaks, (c) making unlawful wage deductions, (d) failing provide accurate itemized wage
7 statements to all members of the Class, and (e) failing to pay all wages earned at the time of
8 discharge. Defendants’ liability is based on uniform policies and procedures applicable to all
9 Subclass Members in that Defendants have willfully failed to pay, within the time constraints
10 imposed by Labor Code §§ 201 and 202, all compensation due to the Subclass Members and are
11 therefore liable for waiting time penalties.

12 41. Common questions include, but are not limited to:

- 13 a) Whether Defendants violated California Labor Code §§ 510 and 1194 by
14 failing to pay regular wages and premium compensation to the Class
15 Members who worked in excess of forty (40) hours per week, and/or eight
16 (8) hours a day and/or twelve (12) hours per day;
- 17 b) Whether Defendants violated California Labor Code § 226 by failing to
18 keep accurate records of employees’ hours worked, failing to provide
19 accurate semi-monthly itemized statements to Class Members of total
20 hours worked by each and all applicable hourly rates in effect during the
21 relevant pay period(s);
- 22 c) Whether Defendants violated California Labor Code §§ 226.7 and 512 by
23 failing to provide uninterrupted meal and rest breaks;
- 24 d) Whether Defendants violated California Labor Code § 2802 by taking
25 unauthorized wage deductions from Class Members’ paychecks and failing
26 to reimburse them;
- 27 e) Whether Defendants violated Labor Code §§ 201-203 by failing to pay
28 members of the Subclass all wages earned at the time of discharge;

- 1 f) Whether Defendants’ various violations of the Labor Code serve as
- 2 predicate violations of Business & Professions Code § 17200, *et seq.*;
- 3 g) Whether Defendants’ failure to pay all wages owed and due was willful as
- 4 defined by Labor Code § 203; and
- 5 h) The proper measure of damages sustained by members of the Class, and
- 6 the restitution owed to them, and the proper measure of damages sustained
- 7 by members of the Subclass.

8 42. Typicality. Plaintiffs’ claims are typical of the Labor Code and Section 17200
9 claims of the Class and Subclass as a whole because Defendants’ failure to comply with the
10 provisions of California wage and hour laws entitled each Class Member to similar pay, benefits,
11 and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by
12 the Class because they arise out of and are caused by Defendants’ common course of conduct as
13 alleged herein.

14 43. Adequacy of Representation. Plaintiffs will fairly and adequately represent the
15 interests of the Class and Subclass because their individual interests are consistent with, and not
16 antagonistic to, the interests of the Class and Subclass. Plaintiffs have retained counsel who have
17 the requisite resources and ability to prosecute this case as a class action. They are experienced
18 in class action wage and hour litigation.

19 44. Superiority of Class Mechanism. Class treatment is superior to alternative
20 methods to adjudicate this dispute because Plaintiffs and the similarly situated employees
21 suffered similar treatment and harm as a result of systematic policies and practices. Absent a
22 class action, Defendants’ unlawful conduct will likely continue un-remedied and unabated given
23 that the damages suffered by individual Class Members are small compared to the expense and
24 burden of individual litigation. Class certification is also superior because it will obviate the need
25 for unduly duplicative litigation which might result in inconsistent judgments about Defendants’
26 practices.

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FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage

(California Labor Code §§ 218.6, 1194, 1194.2, and 1197; IWC Wage Order No. 5;

San Mateo and Burlingame Minimum Wage Ordinances)

Against All Defendants

45. Plaintiffs, on behalf of themselves and all members of the Class, re-allege and incorporate by reference all allegations previously made in the above paragraphs as if fully set forth herein.

46. Throughout the Class Period, Sections 1194 and 1197 of the Labor Code, California IWC Wage Order No. 5, and the Minimum Wage Ordinances of the City of San Mateo, City of Burlingame, and/or the County of San Mateo have required employers such as Defendants to pay minimum wages to their employees such as Plaintiffs and the Class at or above the minimum wage rate fixed by the applicable Wage Order or applicable ordinance for all hours worked.

47. During all time periods relevant to this Complaint, Plaintiffs and Class Members have been required, suffered, or permitted to work off-the-clock hours, and have worked off-the-clock hours, for which they have not been paid the required minimum wage. To the extent these hours do not qualify for the payment of overtime or double time, Plaintiffs and Class Members were not being paid at least minimum wage for their work.

48. As a result of Defendants’ policy, plan, and practice of failing to pay Plaintiffs and Class Members for off-the-clock time, Defendants have failed to pay Plaintiffs and Class Members for all hours worked.

49. Defendant Prasad will be held personally liable under California Labor Code § 558.1, which provides that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

1 50. Defendants’ failure to pay the minimum wage to Plaintiffs and the Class for all
2 hours worked, as required by law, permits a civil action to recover the unpaid balance of the
3 minimum wages that were required to be paid, as well as interest thereon, reasonable attorney’s
4 fees, and costs of suit under California Labor Code sections 218.6, 1194, and 1197.

5 51. Pursuant to Labor Code § 1194.2, Plaintiffs and Class Members are entitled to
6 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
7 thereon.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Pay Overtime Wages**

10 **(California Labor Code §§ 510, 1194; IWC Wage Order No. 5)**

11 **Against All Defendants**

12 52. Plaintiffs, on behalf of themselves and all members of the Class, re-allege and
13 incorporate by reference all allegations previously made in the above paragraphs as if fully set
14 forth herein.

15 53. As detailed above, Defendants have a policy and practice of not paying Plaintiffs
16 and all Class Members for all overtime hours worked. During time periods relevant to this
17 Complaint, Defendants were required to compensate Plaintiffs and Class Members for all
18 overtime hours worked, calculated at one and one-half (1½) times the regular rate of pay for
19 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the
20 first eight (8) hours of the seventh consecutive work day, with double time after eight (8) hours
21 on the seventh day of any work week, or after twelve (12) hours in any work day.

22 54. Plaintiffs and Class Members were non-exempt employees entitled to the
23 protections of California Labor Code §§ 510 and 1194.

24 55. In violation of state law, Defendants have knowingly and willfully refused to
25 perform their obligations and compensate Plaintiffs and Class Members for all wages earned as
26 alleged above.

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1 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
2 (4) all deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
4 which the employee is paid, (7) the name of the employee and the last four digits of his or her
5 social security number or an employee identification number other than a social security number,
6 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate by the employee.

9 75. Defendants knowingly and intentionally failed to furnish Plaintiffs and Class
10 Members with accurate wage statements by failing to provide statements reflecting the total
11 hours worked, failing to state and apply the applicable pay rates for all overtime hours worked,
12 and falsifying records to indicate that Plaintiffs and Class Members received and took meal and
13 rest breaks.

14 76. As a direct and proximate result of Defendants' conduct, Plaintiffs and each Class
15 Member have suffered injury and damage to their statutorily protected rights by, among other
16 things, not being paid for all time worked, not being able to ascertain from their wage statements
17 whether they have been paid in accordance with the applicable provisions of California law
18 pertaining to the payment of overtime pay, and being required to file this action to recover their
19 wages and determine the amount of hours worked and wages due, thereby causing Plaintiffs to
20 incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur
21 these costs had Defendants provided the accurate wages earned. This has also delayed Plaintiffs'
22 ability to demand and recover the underpayment of wages from Defendants.

23 77. Plaintiff and Class Members are entitled to recover in a civil action the damages or
24 "penalties" provided by California Labor Code § 226(e), including interest thereon. Under Labor
25 Code § 226(e), an employee suffering injury as a result of a knowing and intentional failure by an
26 employer to comply with § 226(a) is entitled to recover the greater of all actual damages or fifty
27 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
28 for each violation in a subsequent pay period, up to a maximum amount of \$4,000.

1 83. Defendants violated California Labor Code § 2802 by requiring Plaintiffs to
2 personally pay for a customer’s meal, if that customer leaves the restaurant without paying their
3 bill. Defendants have refused to reimburse Plaintiffs and Class Members for such payments.

4 84. Defendants also took unlawful deductions from Plaintiffs’ and Class Members’
5 wages. Plaintiffs’ and Class Members’ wage statements regularly reflect a deduction of
6 approximately \$39.38 for a “meal plan,” regardless of whether employees eat food from the
7 restaurant or how much food is ordered. Defendants failed to reimburse Plaintiffs and Class
8 Members for these overcharges.

9 85. Defendant Prasad will be held personally liable under California Labor Code
10 § 558.1.

11 86. Defendants will be liable for reimbursement of all of Plaintiffs’ and Class
12 Members’ business expenses, in an amount to be proven at trial, plus interest, attorneys’ fees, and
13 costs.

14 **SEVENTH CAUSE OF ACTION**

15 **Waiting Time Penalties**

16 **(California Labor Code §§ 201-203)**

17 **Against All Defendants**

18 87. Plaintiff Lee, on behalf of herself and all members of the Subclass, re-alleges and
19 incorporates by reference all allegations previously made in the above paragraphs as if fully set
20 forth herein.

21 88. Under California Labor Code § 201, if an employer discharges an employee, all
22 wages earned and unpaid at the time of the discharge are due and payable immediately. Under
23 California Labor Code § 202, if an employee quits, all wages are due and payable not later than
24 72 hours thereafter (or immediately at the time of quitting if the employee has given 72 hours
25 previous notice of the intention to quit).

26 89. Defendants willfully failed to pay, within the time constraints imposed by Labor
27 Code §§ 201 and 202, all overtime compensation and off-the-clock payments due to the Subclass
28 Members.

1 103. As set forth above, Defendants committed numerous violations for which the
2 Labor Code thereby provides for the recovery of penalties, including violations of Sections 201,
3 202, 203, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2802.

4 104. Plaintiffs provided written notice to the Labor & Workforce Development Agency
5 (“LWDA”) via their online submission format and to Defendant via certified mail of the legal
6 claims and theories of this case on June 3, 2024. Plaintiffs will seek leave to amend this
7 Complaint when more than sixty days have passed since the submission date of the written notice
8 to the LWDA provided Plaintiffs have not received notification from the LWDA that it intends to
9 investigate the alleged violations. Plaintiffs may, as a matter of right, amend an existing
10 complaint sixty days after providing the prescribed notice to the LWDA and Defendant. Lab.
11 Code § 2699.3(a)(2)(C).

12 105. As a direct result of Defendants’ conduct as described, Plaintiffs are entitled to
13 recover, on their own behalf, and on behalf of others similarly situated, the maximum civil
14 penalties permitted by the Private Attorneys General Act from Defendants for all violations of the
15 Labor Code herein described, including violations of Sections 201, 202, 203, 218.6, 226, 226.7,
16 510, 512, 1194, 1194.2, 1197, and 2802, as well as reasonable attorney’s fees and costs.

17 **PRAYER FOR RELIEF AND DEMAND FOR JURY TRIAL**

18 WHEREFORE Plaintiffs, on behalf of themselves and all members of the Class and
19 Subclass, pray for judgment and the following specific relief against Defendants as follows:

- 20 1. Certification of this action as a class action on behalf of the proposed Class and
- 21 Subclass;
- 22 2. Designation of Norma Santizo and Mimi Lee as Class Representatives;
- 23 3. That the Court determine that the claims in this action may be maintained as a
- 24 representative action under California Business and Professions Code § 17200, *et seq.* and
- 25 California Labor Code § 2698;

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1 4. A declaratory judgment that the practices complained of herein are unlawful under
2 the California Labor Code and California Unfair Competition Law, California Business and
3 Professions Code § 17200, *et seq.*, and a declaration that:

- 4 a. Defendants are found to have violated California Labor Code § 201;
- 5 b. Defendants are found to have violated California Labor Code § 202;
- 6 c. Defendants are found to have violated California Labor Code § 203;
- 7 d. Defendants are found to have violated California Labor Code § 226;
- 8 e. Defendants are found to have violated California Labor Code § 226.7
- 9 f. Defendants are found to have violated California Labor Code § 510;
- 10 g. Defendants are found to have violated California Labor Code § 512;
- 11 h. Defendants are found to have violated California Labor Code § 1174;
- 12 i. Defendants are found to have violated California Labor Code § 1194;
- 13 j. Defendants are found to have violated California Labor Code § 2699;
- 14 k. Defendants are found to have violated applicable IWC Wage Orders; and
- 15 l. Defendants are found to have violated applicable minimum wage
16 ordinances;

17 5. An award of damages, according to proof, to be paid by Defendants;

18 6. Penalties and liquidated damages available under applicable law, including
19 California Labor Code sections 203, 226(e), 226.7, 1194.2, and 2699;

20 7. Appropriate equitable and injunctive relief to remedy Defendants' violations of
21 California law, including but not limited to an order enjoining Defendants from continuing its
22 unlawful practices;

23 8. Restitution, according to proof, to be paid by Defendants;

24 9. Pre-judgment and post-judgment interest, as provided by law, including but not
25 limited to California Labor Code § 218.6 and California Business and Professions Code § 17203;

26 10. Costs of action incurred herein, including expert fees;

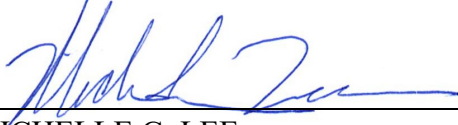
27 11. Attorney's fees, including fees pursuant to California Code of Civil Procedure
28 § 1021.5 and California Labor Code §§ 218.5, 1194, and 2699;

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12. Such other legal and equitable relief as this Court deems necessary, just, and proper.

DATED: June 3, 2024

Respectfully submitted,
RUDY, EXELROD, ZIEFF & LOWE, LLP

By: 
MICHELLE G. LEE
JESSICA P. SPIERER


Attorneys for Plaintiffs Norma Santizo and Mimi Lee, individually and on behalf of all others similarly situated

JURY DEMAND

Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to which they have a right to jury trial.

DATED: June 3, 2024

Respectfully submitted,
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