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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10  
11 Jonah Weston,

12 Plaintiff,

13  
14 v.

15  
16 BIG 2024, LLC dba 33 TAPS DTLA & DOES

17 1 through 50, inclusive,

18 Defendant(s).

CASE NO. 26STCV13545

COMPLAINT

COMPLAINT FOR DAMAGES  
GREATER THAN \$35,000

**Demand for Jury Trial**

19  
20  
21 Plaintiff Jonah Weston (hereinafter referred to as "Plaintiff"), hereby submits this  
22 complaint against BIG 2024, LLC dba 33 TAPS DTLA (hereinafter referred to as "the Defendant") for  
23 damages under the California Labor Code as follows:

24 **INTRODUCTION & PRELIMINARY STATEMENT**

25 1. Plaintiff brings this whistleblower retaliation complaint against the Defendant for illegal  
26 employment practices resulting in violations of the California Labor Code. Plaintiff, who found a sum  
27 of lost cash at Defendant's place of business and entrusted it to Defendant's management, repeatedly  
28 asserted his rights under California Civil Code sections 2080 through 2080.10 and objected that

1 Defendant’s conduct in refusing to return the cash to him was unlawful. After Plaintiff presented  
2 Defendant with a formal written demand and a preservation-of-evidence notice threatening a Small  
3 Claims Court action, Defendant summarily terminated his employment.

4 **JURISDICTION AND VENUE**

5 2. The court has jurisdiction over this Complaint under Cal. Civ. Proc. Code §410.10. The  
6 Plaintiff brings this Complaint on his own behalf.

7 3. Venue is proper in the Court pursuant to Cal. Civ. Proc. Code §§395 and 395.5 because  
8 the claims made, and the Cal. Lab. Code Violations as against the persons identified herein, occurred  
9 in the County of Los Angeles. Further, the Defendant resides in the County of Los Angeles.

10 4. Plaintiff is informed and believes and based thereon alleges that the Defendant has  
11 engaged in, among other things, a system of willful violations of the California Labor Code, and the  
12 orders and standards promulgated by the California Department of Industrial Relations, Industrial  
13 Welfare Commission Wage Order.

14 5. Jurisdiction is proper in this Court because alleged damages exceed \$35,000.00 and  
15 because Plaintiff seeks equitable relief.

16 **THE PARTIES**

17 6. At all times mentioned herein, Plaintiff Jonah Weston is an adult currently residing in  
18 Los Angeles County in the State of California.

19 7. The Plaintiff’s employment was subject to substantial control by the Defendant over his  
20 wages, hours and working conditions.

21 8. The Defendant BIG 2024, LLC is and at all relevant times was a California limited  
22 liability company doing business as 33 Taps DTLA, with a principal place of business located at 1240  
23 South Figueroa Street, Los Angeles, CA 90015. Plaintiff worked at this location for the Defendant.

24 9. Whenever in this Complaint reference is made to “BIG 2024, LLC” or “the Defendant”  
25 such allegations collectively mean and refer to the Defendant BIG 2024, LLC and Does 1-50, and its  
26 subsidiaries and divisions.

27 10. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as  
28 DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff

1 will amend this Complaint to allege their true names and capacities when they have been ascertained.  
2 Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named  
3 Defendants is responsible in some manner for the unlawful acts, policies, and practices alleged  
4 herein.

5 11. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times  
6 each Defendant was a business entity or individual who owned, controlled, or managed the business  
7 for which Plaintiff worked, and who directly exercised control over Plaintiff's wages, hours, and  
8 working conditions, including decision-making authority regarding hiring, discipline, termination,  
9 and the establishment and implementation of the unlawful practices alleged herein. Each such  
10 Defendant is therefore individually liable to Plaintiff.

11 12. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times  
12 each Defendant was the agent, employee, partner, joint venturer, alter ego, and/or co-conspirator of  
13 the other Defendants, and was acting within the course and scope of such relationship. Plaintiff  
14 further alleges that each Defendant directly or indirectly authorized, ratified, or approved the  
15 wrongful acts alleged herein.

16 13. Plaintiff is informed and believes, and on that basis alleges, that each of the named and  
17 fictitiously named Defendants was Plaintiff's "employer" within the meaning of applicable law,  
18 including under principles of joint employment, joint enterprise, alter ego, co-employment, and other  
19 recognized legal doctrines.

#### 20 **FACTUAL ALLEGATIONS**

21 14. Plaintiff began working for Defendant on or about September 2023 and most recently  
22 held the position of Shift Lead and Bar Administrator at Defendant's 33 Taps DTLA location.

23 15. Throughout his employment, Plaintiff performed his duties satisfactorily and was  
24 entrusted with substantial additional responsibilities over time, including overseeing weekly bar orders  
25 and inventory, training new bartenders, and managing bar operations. Plaintiff was not subject to any  
26 valid written discipline prior to the events giving rise to this Complaint.

27 16. On or about May 29, 2025, while working at Defendant's 33 Taps DTLA location,  
28 Plaintiff found a sum of loose cash totaling approximately \$835.00 on the floor of the premises. The

1 identity of the owner of the cash was unknown.

2 17. That same day, Plaintiff entrusted the cash to Defendant's on-site general manager,  
3 Annette Morales. At the time he did so, Plaintiff explained to Ms. Morales that, under California Civil  
4 Code sections 2080 through 2080.10, if the owner did not claim the property within the statutory  
5 holding period, the cash was to be returned to Plaintiff as the finder so that he could turn it in to the Los  
6 Angeles Police Department and protect his rights as finder under the statute.

7 18. After more than 30 days passed without the owner claiming the cash, Plaintiff requested  
8 that Ms. Morales return the cash to him so that he could deliver it to the Los Angeles Police Department  
9 as required by Civil Code section 2080.1. Ms. Morales responded that she needed to consult  
10 Defendant's ownership. Plaintiff provided Ms. Morales with a written copy of the applicable statute.  
11 Approximately ten days later, Ms. Morales informed Plaintiff that, on the advice of Defendant's  
12 attorneys, Defendant would not return the cash to Plaintiff and would instead turn it in to the Los  
13 Angeles Police Department itself.

14 19. Defendant, acting through Ms. Morales, thereafter turned the cash in to the Los Angeles  
15 Police Department. Defendant later produced to Plaintiff a Receipt for Property Taken Into Custody  
16 reflecting that Ms. Morales had represented herself to the Los Angeles Police Department as the finder  
17 of the cash and had caused the receipt to be issued in her own name. As a direct result of Defendant's  
18 conduct, Plaintiff was deprived of the ability to claim the cash as finder under Civil Code sections 2080  
19 through 2080.10.

20 20. Over the course of the ensuing months, Defendant convened multiple meetings with  
21 Plaintiff in which it attempted to persuade Plaintiff that he was not entitled to the rights afforded to him  
22 as finder under Civil Code sections 2080 through 2080.10. At each such meeting and in related  
23 communications, Plaintiff objected to Defendant's conduct and maintained, in good faith, that  
24 Defendant was violating California law by refusing to return the cash to him and by depriving him of  
25 his statutory rights as finder. Plaintiff reasonably believed that Defendant's conduct violated state law.

26 21. On or about February 5, 2026, Plaintiff presented to Defendant's Managing Partner a  
27 formal written demand for return of the cash under Civil Code sections 2080 through 2080.10. The  
28 written demand advised Defendant that, if Defendant did not comply within 48 hours, Plaintiff would

1 file a Small Claims Court action to recover the funds, together with court costs and fees. Defendant  
2 refused to comply with the demand.

3 22. On or about February 10, 2026, Plaintiff presented Defendant with a written Preservation  
4 of Evidence / Spoliation Notice, which advised Defendant of Plaintiff's intent to proceed with a Small  
5 Claims Court action under Civil Code section 2080 and directed Defendant to preserve all relevant  
6 surveillance footage and related records.

7 23. On or about February 13, 2026, approximately three days after Plaintiff served the  
8 spoliation notice and eight days after Plaintiff served the formal demand, Defendant summoned  
9 Plaintiff to a meeting with Defendant's owner, Defendant's Managing Partner, and Ms. Morales. At  
10 that meeting, Defendant terminated Plaintiff's employment. In substance, Defendant told Plaintiff that  
11 he was being terminated because he had threatened to file a Small Claims action and asserted his rights  
12 against the company.

13 24. Plaintiff subsequently requested a written letter of discharge from Defendant. The letter  
14 Defendant provided to Plaintiff stated, in vague terms, that the reason for his termination was a  
15 purported "violation of workplace conduct policies," without identifying any specific policy, incident,  
16 or conduct. When Plaintiff asked which policies he had allegedly violated, Defendant was unable to  
17 identify any. Defendant's stated reasons for Plaintiff's termination shifted from the meeting to the  
18 written letter and were not supported by any contemporaneous written discipline.

19 25. Plaintiff is informed and believes, and on that basis alleges, that on prior occasions during  
20 his employment Defendant attempted to impose pretextual written discipline on him, each of which  
21 Plaintiff refused to sign because the underlying accusations were not supported by fact. Plaintiff is  
22 further informed and believes, and on that basis alleges, that Defendant's reliance on a purported  
23 "violation of workplace conduct policies" as the stated reason for his termination was pretext for  
24 retaliation against Plaintiff for asserting his rights under California law.

25 26. As a result of the retaliation by Defendant, Plaintiff has suffered and continues to suffer  
26 lost wages, lost employment benefits, emotional distress, and other damages in amounts to be proven  
27 at trial.

28 **FIRST CAUSE OF ACTION**





1 California Civil Code sections 2080 through 2080.10 or any other provision of  
2 California law;

3 iii. An order requiring Defendant to implement, disseminate, and enforce written  
4 policies prohibiting retaliation against employees who disclose, complain of, or  
5 assert rights concerning conduct the employee reasonably believes to violate  
6 state or federal statute, rule, or regulation, and to provide mandatory training to  
7 all members, managers, and supervisory personnel regarding compliance with  
8 California Labor Code section 1102.5;

9 iv. An order requiring Defendant to provide written notice to its employees  
10 acknowledging the Court's findings and advising employees of their rights  
11 under California Labor Code section 1102.5, including the right to be free from  
12 retaliation for engaging in protected activity.

13 f. For costs of suit and expenses pursuant to California Labor Code.

14 g. For reasonable attorneys' fees pursuant to California Labor Code; and,

15 h. For all such other and further relief that the Court may deem just and proper.

16  
17 Dated: April 28, 2026

TOM WHEELER LAW, APC

18  
19 By: 

20 \_\_\_\_\_  
Thomas Wheeler  
Attorneys for Plaintiff