

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

FAWN F. BEKAM, State Bar No. 307312

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: fbekam@aegislawfirm.com

Attorneys for Plaintiff Michelle McCollum, individually,
and on behalf of all others similarly situated.

Assigned for All Purposes

Judge Randall J. Sherman

CX-105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MICHELLE MCCOLLUM, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

TGI FRIDAY'S, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. **30-2022-01260586-CU-OE-CXC**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Michelle McCollum, individually and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Michelle McCollum (“Plaintiff”) brings this representative action against
5 defendants TGI Friday’s, Inc.; and DOES 1 through 20, inclusive (collectively, “Defendants”),
6 on Plaintiff’s own behalf and on behalf of aggrieved employees who are and were employed by
7 Defendants as non-exempt employees throughout California.

8 2. Defendants are in the restaurant industry.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to provide lawful meal periods or compensation in lieu thereof;
- 16 (b) failing to authorize or permit lawful rest breaks or provide compensation
17 in lieu thereof;
- 18 (c) failing to provide accurate itemized wage statements;
- 19 (d) failing to pay all wages during employment;
- 20 (e) failing to pay all wages due upon separation of employment; and
- 21 (f) failing to reimburse all business expenses incurred by the employee in
22 direct consequence of the discharge of his or her duties.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
24 others aggrieved employees in California to recover, among other things, civil penalties
25 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
5 except those given by statutes to other courts. The statutes under which this action is brought do
6 not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and
11 substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
14 took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a resident of California and worked for Defendants during the relevant
17 time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
20 employers, whose employees were and are engaged throughout this county and the State of
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities become
25 known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
28 all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees throughout California at Defendants' California business location(s).

19. Defendants continue to employ non-exempt employees within California.

20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive all required meal

1 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
2 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation
3 of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did not receive
4 all meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieve
5 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

6 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and aggrieved employees were entitled to receive all rest
8 breaks or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
9 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC
10 Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks or payment of
11 one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when
12 a rest break was missed.

13 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and aggrieved employees were entitled to reimbursement for
15 necessary expenditures incurred in connection with the performance and execution of their job
16 duties. In violation of the California Labor Code, Plaintiff and aggrieved employees did not
17 receive adequate reimbursement for necessary business expenses.

18 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the aggrieved employees were entitled to receive itemized wage
20 statements that accurately showed the employer name and address, gross and net wages
21 earned, total hours worked, all applicable hourly rates in effect, and the number of hours
22 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
23 the aggrieved employees were not provided with accurate itemized wage statements.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
26 wages due upon separation of employment. In violation of the Labor Code, aggrieved
27 employees did not receive payment of all wages within permissible time periods.

28 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that the Plaintiff and aggrieved employees were entitled to timely payment
2 of wages due during employment. In violation of the Labor Code, Plaintiff and aggrieved
3 employees did not receive payment of all wages within permissible time periods.

4 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
6 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
7 intentionally failed to do so in order to increase Defendants' profits.

8 28. Therefore, Plaintiff brings this lawsuit seeking penalties against Defendants on
9 Plaintiff's own behalf and on behalf of all other aggrieved employees.

10 **FIRST CAUSE OF ACTION**

11 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

12 29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
13 though fully set forth herein.

14 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development
16 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
17 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or
19 former employees pursuant to the procedures specified in Labor Code § 2699.3.

20 31. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
22 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
23 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
24 period in which Defendants violated these provisions of the Labor Code.

25 32. Defendants' conduct violates numerous Labor Code sections, including, but not
26 limited to, the following:

1 (a) violation of Labor Code §§ 201, 202, 203, 204, 210 for failure to timely pay all
2 earned wages owed to Plaintiff and other aggrieved employees during employment and
3 upon separation of employment as herein alleged;

4 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
5 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
6 meal periods as herein alleged;

7 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
8 other aggrieved employees and failure to pay premium wages for missed rest periods
9 as herein alleged;

10 (d) violation of Labor Code §§ 226 and 226.2 for failure to provide accurate
11 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
12 and

13 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
14 and complete records showing, among other things, the hours worked daily and the
15 wages paid to aggrieved employees as herein alleged; and

16 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
17 other aggrieved employees for necessary business expenses as herein alleged.

18 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged
19 violator and had one or more of the violations committed against her, and therefore is properly
20 suited to represent the interests of all other aggrieved employees.

21 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
22 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and
23 all other aggrieved employees under PAGA.

24 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
25 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
26 cited above.

27 36. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
28 herein.

1
2 **PRAYER FOR RELIEF**

3 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
4 for relief and judgment against Defendants, jointly and severally, as follows:

5 1. For civil penalties against Defendants on behalf of all aggrieved employees and
6 the LWDA pursuant to Labor Code § 2698, *et seq.*;

7 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
8 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
9 *et seq.*; and;

10 3. For such other relief as the Court deems just and proper.
11

12 Dated: May 18, 2022

AEGIS LAW FIRM, PC

13
14 By: 

Fawn F. Bekam

Attorneys for Plaintiff Michelle McCollum
15
16
17
18
19
20
21
22
23
24
25
26
27
28