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8 individually and on behalf of all others similarly situated

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 WENDY MARLENE ANAYA LOPEZ,
13 individually and on behalf of all others similarly
situated

14 Plaintiff(s),

15 v.

16 MENLO PARK dba EL POLLO LOCO,
17 MENLO PARK; and DOES 1 through 100,

18 Defendant(s).
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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
05/19/2025
By: C. Raybould Deputy

Case No. **25CV012015**

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Wage Statement Penalties**
6. **Waiting Time Penalties**
7. **Violation of Unfair Competition Law**
8. **Private Attorney Generals Act**

25
26 **RELEVANT PARTIES**

- 27 1. Plaintiff Wendy Marlene Anaya Lopez ("Plaintiff") is an adult resident of Sacramento
28 County, California, and was at all times relevant residing therein.

2. Defendant MENLO PARK, dba El Pollo Loco, Menlo Park (“Defendant”) is a California entity with entity number 3273919, with its principal place of business located in Sacramento County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in Sacramento County because the acts and omissions that give rise to Plaintiff’s claims took place in this County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged herein occurred in Sacramento County, California and Plaintiff suffered damages from such conduct within this County.

FACTUAL ALLEGATIONS

6. Plaintiff was Defendants' employee.

7. Plaintiff was employed by Defendants from September 7, 2024, to December 6, 2024.

8. Plaintiff served as a cook, working shifts up to nine or ten hours on Sundays, earning \$20.00 per hour.

9. From September 7, 2024, through December 6, 2024, Plaintiff never received 10-minute rest breaks.

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10. Plaintiff received 30-minute lunch breaks but was not permitted to leave the premises during these periods. Approximately twice per month, her lunch breaks were interrupted when the restaurant was busy.

11. Plaintiff worked overtime of approximately 10-15 minutes per shift without additional compensation.

12. Defendant did not pay Plaintiff for overtime worked.

13. Plaintiff was terminated on December 6, 2024, allegedly due to "no more hours" while her shifts were given to a newly hired employee.

PAGA ALLEGATIONS

14. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

15. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

16. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

17. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

18. On January 27, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

1 19. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 20. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to January 27, 2025, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 21. Plaintiff incorporates by reference the paragraphs above.

11 22. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 23. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 24. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 25. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein,
23 including not allowing Plaintiff to leave the premises and interrupting meal breaks.

24 26. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
25 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
26 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
27 11 Cal. 5th 858 (2021)).

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27. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal break was missed.

28. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

29. Plaintiff incorporates by reference the paragraphs above.

30. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

31. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016)).

32. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

33. For each day that Defendants failed to provide Plaintiff with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

34. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest break was missed.

35. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff Against All Defendants

36. Plaintiff incorporates by reference the paragraphs above.

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1 37. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
2 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
3 40 hours in a workweek.

4 38. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

5 39. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
6 penalties, attorney fees, and costs.

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8 **FOURTH CAUSE OF ACTION**

9 **Failure to Pay All Overtime Owed**

10 **By Plaintiff Against All Defendants**

11 40. Plaintiff incorporates by reference the paragraphs above.

12 41. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
13 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
14 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
15 one-half times the regular rate of pay for an employee.”

16 42. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

17 43. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
18 interest, penalties, attorney fees, and costs.

19 **FIFTH CAUSE OF ACTION**

20 **Wage Statement Penalties**

21 **By Plaintiff Against All Defendants**

22 44. Plaintiff incorporates by reference the paragraphs above.

23 45. Labor Code section 226(a) requires employers to provide itemized wage statements to its
24 employees that identify accurate information regarding their compensation. Defendants, as a matter
25 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
26 statements to Plaintiff in violation of Labor Code section 226(a).

27 46. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
28 and incomplete.

1 47. Defendants knowingly and intentionally issued wage statements that were inaccurate and
2 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
3 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

4 48. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
5 costs.

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7 **SIXTH CAUSE OF ACTION**

8 **Waiting Time Penalties**

9 **By Plaintiff Against All Defendants**

10 49. Plaintiff incorporates by reference the paragraphs above.

11 50. Labor Code sections 201 and 202 require that an employer provide an employee with all
12 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
13 employee's resignation.

14 51. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
15 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
16 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
17 thirty days.

18 52. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
19 conclusion of employment.

20 53. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
21 and costs.

22 **SEVENTH CAUSE OF ACTION**

23 **Violation of Unfair Competition Law**

24 **By Plaintiff Against All Defendants**

25 54. Plaintiff incorporates by reference the paragraphs above.

26 55. Defendants' conduct described herein constitutes unfair competition.

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1 56. Specifically, Defendants have gained an unfair advantage over other similarly situated
2 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
3 owed.

4 57. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
5 wrongfully withheld wages.

6 58. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

7 **EIGHTH CAUSE OF ACTION**

8 **Private Attorneys General Act**

9 **By Plaintiff and the Aggrieved Employees Against All Defendants**

10 59. Plaintiff incorporates by reference the paragraphs above.

11 60. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
12 violation(s) of the Labor Code.

13 61. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

14 62. With respect to violations of Labor Code sections 512 and 226.7 for Defendants' failure to
15 provide Plaintiff and the Aggrieved Employees with compliant meal and rest periods or
16 compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

17 63. With respect to violations of Labor Code sections 510, 558, and 1194, for Defendants'
18 failure to compensate Plaintiff and the Aggrieved Employees for all wages earned, including
19 overtime wages, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

20 64. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 65. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 66. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
27 to Labor Code section 2699(g).

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

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1 Fifth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action

- 7 1. Penalties pursuant to Labor Code section 203
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Seventh Cause of Action

- 12 1. Restitution of all wrongfully withheld wages
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Eighth Cause of Action

- 17 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
18 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
19 violate the California Labor Code in the manner alleged herein
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

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24 DATED: May 20, 2025

FRONTIER LAW CENTER

25 *Daniel Ginzburg*
26 DANIEL GINZBURG

27 *Attorney for Plaintiff*
28 WENDY ANAYA LOPEZ,
individually and on behalf of all
others similarly situated