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Superior Court of California,
County of Alameda

04/25/2025 at 12:11:17 PM

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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

12 MICHAEL PERRY, on behalf of himself and
all other non-exempt employees, and the
13 general public,

14 *Plaintiff,*

15 v.

16 TEXAS ROADHOUSE MANAGEMENT
CORP., a Kentucky corporation; TEXAS
ROADHOUSE HOLDINGS LLC, a Kentucky
17 corporation; TEXAS ROADHOUSE, INC., a
Delaware corporation; BUBBA'S
18 HOLDINGS LLC, a Kentucky corporation;
JAGGERS HOLDINGS LLC, a Kentucky
19 corporation; and DOES 1 through 50,
inclusive,

20 *Defendants.*
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Case No. **25CV120541**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff MICHAEL PERRY ("Plaintiff"), on behalf of himself and all other non-exempt
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants TEXAS
5 ROADHOUSE MANAGEMENT CORP., a Kentucky corporation; TEXAS ROADHOUSE
6 HOLDINGS LLC, a Kentucky corporation; BUBBA'S HOLDINGS LLC, a Kentucky corporation;
7 JAGGERS HOLDINGS LLC, a Kentucky corporation; and DOES 1 through 50, inclusive,
8 (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth
9 below, Plaintiff alleges that Defendants have

- 10 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
11 periods;
- 12 (2) failed to provide them with rest periods;
- 13 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 14 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
15 rate of pay;
- 16 (5) failed to pay them at least minimum wage for all hours worked;
- 17 (6) failed to pay them overtime wages at the correct rate;
- 18 (7) failed to pay them double time wages at the correct rate;
- 19 (8) failed to reimburse them for all necessary business expenses;
- 20 (9) failed to provide them with accurate written wage statements; and
- 21 (10) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
23 and statutory penalties, and related relief on behalf of himself and all other non-exempt hourly
24 employees, all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
27 by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the
28 State of California.

3. Venue is proper in the County of ALAMEDA pursuant to Code of Civil Procedure §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant TEXAS ROADHOUSE MANAGEMENT CORP. is, and at all relevant times mentioned herein, a Kentucky corporation doing business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant TEXAS ROADHOUSE HOLDINGS LLC is, and at all relevant times mentioned herein, a Kentucky corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that Defendant TEXAS ROADHOUSE INC., is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

8. Plaintiff is informed and believes, and thereupon alleges, that Defendant BUBBA'S HOLDINGS LLC is, and at all relevant times mentioned herein, a Kentucky corporation doing business in the State of California.

9. Plaintiff is informed and believes, and thereupon alleges, that Defendant JAGGERS HOLDINGS LLC is, and at all relevant times mentioned herein, a Kentucky corporation doing business in the State of California.

10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these

1 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
2 capacities of the DOE defendants when ascertained.

3 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
4 mentioned herein, some or all of the defendants were the representatives, agents, employees,
5 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
6 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
7 and scope of such relationship and with the full knowledge, consent, and ratification by such other
8 defendants.

9 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 12. Plaintiff worked for Defendants as an hourly, non-exempt employee from
11 approximately April 4, 2024 through September 18, 2024.

12 **Off-the-clock Work**

13 13. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
14 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
15 the-clock work.

16 14. Plaintiff and the aggrieved employees were occasionally required to perform work
17 both before their scheduled start times and after clocking out. Plaintiff and the aggrieved employees
18 were not paid for this time. Plaintiff and the aggrieved employees were instructed by their managers
19 to wash and put away dishes and clean when they were not clocked in.

20 15. As a result of performing off-the-clock work that was directed, permitted, or
21 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
22 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
23 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
24 of the time spent working off-the-clock.

25 16. Defendants knew or should have known that Plaintiff and the aggrieved employees
26 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and
27 the aggrieved employees for these hours.

28 17. Defendants were aware of this practice and directed, permitted, or otherwise

1 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

2 18. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
3 employees were not paid for all hours worked.

4 **Missed Meal Periods**

5 19. Plaintiff and the aggrieved employees were not provided with meal periods of at
6 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
7 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
8 shift with not enough workers; (3) imposing so much work on each employee such that it made it
9 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
10 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
11 meal and rest periods.

12 20. Additionally, Plaintiff and the aggrieved employees' meal periods were frequently
13 interrupted by managers who asked them to assist on the line during busy periods. Despite being
14 clocked out, Plaintiff and the aggrieved employees were required to work until their 30-minute
15 meal period had elapsed, at which point they would clock back in and continue their shift.

16 21. Further, Plaintiff and the aggrieved employees did not receive their meal period
17 until 6 or 7 hours after the start of their shift. Plaintiff and the aggrieved employees were required
18 to wait for managerial approval before taking their meal periods.

19 22. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
20 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
21 (5) hours worked due to complying with Defendants' productivity requirements that required
22 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
23 assignments on time.

24 **Missed Rest Periods**

25 23. Plaintiff and the aggrieved employees were not provided with rest periods of at least
26 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
27 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
28 understaffing each work shift with not enough workers; (3) imposing so much work on each

1 employee such that it made it unlikely that an employee would be able to take their breaks if they
2 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
3 encouraged employees to take their meal and rest periods.

4 24. When Plaintiff and the aggrieved employees asked about taking rest breaks, they
5 were told that they did not get them.

6 25. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
7 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
8 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
9 and the aggrieved employees to work through their rest periods in order to complete their
10 assignments on time.

11 **Expense Reimbursement**

12 26. Plaintiff and the aggrieved employees members were required to utilize their own
13 personal cell phones to perform their job duties.

14 27. Plaintiff and the aggrieved employees members were not reimbursed for business
15 expenses incurred from using their personal cell phones.

16 28. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
17 necessary business expenses incurred by them.

18 **Wage Statements**

19 29. Plaintiff and the aggrieved employees were not provided with accurate wage
20 statements as mandated by law pursuant to Labor Code § 226.

21 30. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
22 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
23 clock" work were not included.

24 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
25 worked by the employee" were not accurately reflected in that all hours worked, including overtime
26 and "off-the-clock" work were not included.

27 32. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
28 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-

1 clock” work were not included.

2 33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at each
4 hourly rate by the employee” were not accurately reflected in that all hours worked, including
5 overtime and “off-the-clock” work were not included.

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES**

8 **(Lab. Code §§ 2698 *et seq.*)**

9 34. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 35. During the applicable limitations period, Defendants have violated Labor Code §§
11 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

12 36. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
13 himself and other current and former employees, to bring a representative civil action to recover
14 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
15 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

16 37. Plaintiff, a former employee against whom Defendants committed one or more of the
17 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
18 within the meaning of Labor Code § 2699(c).

19 38. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
21 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
22 intent to investigate.

23 39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
25 512, 1194, 1197, 1198 and 2802:

- 26 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
27 2802, one hundred dollars (\$100) for each employee per pay period for each
28 initial violation and two hundred dollars (\$200) for each employee per pay

1 period for each subsequent violation (penalties set by Labor Code §
2 2699(f)(2));

3 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
4 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

5 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional,
7 two hundred dollars (\$200) for each employee, plus 25% of the amount
8 unlawfully withheld from each employee, for each initial violation that was
9 either willful or intentional, and two hundred dollars (\$200) for each
10 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
11 from each employee, for each subsequent violation, regardless of whether the
12 subsequent violation was either willful or intentional (penalties set by Labor
13 Code § 210);

14 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
15 employee for each initial violation that was neither willful nor intentional,
16 two hundred dollars (\$200) for each employee, plus twenty-five percent
17 (25%) of the amount unlawfully withheld from each employee, for each
18 initial violation that was either willful or intentional, and two hundred dollars
19 (\$200) for each employee, plus twenty-five percent (25%) of the amount
20 unlawfully withheld from each employee, for each subsequent violation,
21 regardless of whether the subsequent violation was either willful or
22 intentional (penalties set by Labor Code § 225.5);

23 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
24 citation, two hundred and fifty dollars (\$250) for each employee for each
25 violation. Alternatively, if an initial citation or its equivalent occurred before
26 the filing of this action, one thousand dollars (\$1,000) for each employee for
27 each violation (penalties set by Labor Code § 226.3);

28 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each

1 employee for each initial pay period for which the employee was underpaid,
2 and one hundred dollars (\$100) for each employee for each subsequent pay
3 period for which the employee was underpaid (penalties set by Labor Code §
4 558);

5 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
6 aggrieved employee for each initial violation of Labor Code § 1197 that was
7 intentional and two hundred and fifty dollars (\$250) for each aggrieved
8 employee per pay period for each subsequent violation of Labor Code §
9 1197, regardless of whether the initial violation was intentional (penalties set
10 by Labor Code § 1197.1);

11 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
12 attorneys' fees and costs in connection with Plaintiff's claims for civil
13 penalties.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of himself, all other non-exempt employees, and the
16 general public, prays for relief and judgment against Defendants as follows:

- 17 (1) Pre-judgment interest;
18 (2) Statutory penalties;
19 (3) Civil penalties;
20 (4) Costs of suit;
21 (5) Reasonable attorneys' fees; and
22 (6) Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other non-exempt employees, and the general public,
hereby demands a jury trial on all issues so triable.

Dated: April 22, 2025

SETAREH LAW GROUP

A handwritten signature in dark ink, appearing to read 'Shaun Setareh', is written over a horizontal line.

SHAUN SETAREH
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FARRAH GRANT
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MICHAEL PERRY