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7 Attorneys for Plaintiff MARIHA RAYANNE ROUTON,  
8 individually and on behalf of all others similarly situated

9 **IN THE OF CALIFORNIA**

10 **COUNTY OF PLACER**

11 MARIHA RAYANNE ROUTON, individually  
12 and on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 LYON ET AL. DBA TACO BELL; and DOES  
16 1 through 100,

17 Defendant(s).

Case No. S-CV-0055963

**COMPLAINT**

**1. Private Attorneys General Act**

19  
20 **RELEVANT PARTIES**

21 1. Plaintiff Mariha Rayanne Routon (“Plaintiff”) is an adult resident Sacramento County,  
22 California, and was at all times relevant residing in Sacramento County, California.

23 2. Defendant Lyon et al. dba Taco Bell (“Defendant”) is a California General Partnership with  
24 its principal place of business located in Placer County, California. Defendant is registered to and  
25 does conduct business in the State of California and is subject to the laws of the State of California.  
26 All acts and omissions of Defendant employees as alleged herein occurred while they were acting  
27 within the course and scope of their employment.

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

9 **JURISDICTION AND VENUE**

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

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

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from January 2025 to February 2025.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff’s breaks  
20 were frequently late, and/or interrupted, and in some instances, Defendants’ interruptions of  
21 Plaintiff’s breaks resulted in unpaid work. Despite not being provided with compliant meal breaks,  
22 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay, and on  
23 at least one occasion, Defendants rescinded a meal break premium owed to Plaintiff.

24 9. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff frequently  
25 missed rest breaks or, when rest breaks were provided, they were late. Plaintiff also frequently did  
26 not take a second 10-minute rest break even when she was entitled to one, and Defendants encouraged  
27 employees to stay on premises during breaks. Despite not being provided with compliant rest breaks,  
28 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

1 10. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was sometimes  
2 required and/or encouraged to continue working through her breaks, and because her supervisor  
3 would sometimes call her back in to work after she had already clocked out for the day.

4 11. Defendants failed to pay Plaintiff all overtime owed because Plaintiff was sometimes required,  
5 encouraged, and/or permitted to work off the clock, especially during breaks, causing her recorded  
6 hours to incorrectly reflect the amount of work performed. Because she often spent eight hours or  
7 more working “compensated” time, this off-the-clock work should have been paid at an overtime rate.

8 12. Defendants failed to provide Plaintiff with accurate wage statements because the wage  
9 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other  
10 things.

11 13. Due to Defendants’ failure to pay all wages due to Plaintiff during their employment, it  
12 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff’s employment as  
13 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

14 14. The applicable Wage Order provides that “[a]ll working employees shall be provided with  
15 suitable seats when the nature of the work reasonably permits the use of seats.” It further states that  
16 “[w]hen employees are not engaged in the active duties of their employment and the nature of the  
17 work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity  
18 to the work area and employees shall be permitted to use such seats when it does not interfere with  
19 the performance of their duties.”

20 15. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties  
21 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the Aggrieved  
22 Employees should have been provided with seats for use while not actively performing their work  
23 duties, but such seating was not provided.

24 16. During her employment, Plaintiff was not permitted access to her electronic wage statements  
25 in violation of Labor Code section 226.

26 17. At the conclusion of Plaintiff’s employment, she was not given her final paycheck within 72  
27 hours in violation of Labor Code section 202.

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**PAGA ALLEGATIONS**

18. 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.

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

20. 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

21. 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.

22. On May 29, 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.

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

24. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to May 29, 2025, through final disposition of this action.”

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1 **FIRST CAUSE OF ACTION**

2 **Private Attorneys General Act**

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

4 25. Plaintiff incorporates by reference the paragraphs above.

5 26. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the  
6 violation(s) of the Labor Code.

7 27. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 28. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to  
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu  
10 thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 29. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide  
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,  
13 the penalties in Labor Code section 2699 apply.

14 30. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate  
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code  
16 sections 1197.1 and 2699 apply.

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

20 32. 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 and  
22 2699 apply.

23 33. 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 Labor  
25 Code section 2699 apply.

26 34. With respect to violations of Labor Code section 1198 and the relevant wage order for failure  
27 to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code  
28 section 2699 apply.

1 35. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in  
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in  
3 the manner alleged herein.

4 36. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant  
5 to Labor Code section 2699(g).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 First Cause of Action

- 9 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.  
10 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to  
11 violate the California Labor Code in the manner alleged herein  
12 3. Attorneys' fees  
13 4. Costs  
14 5. Other relief the court deems proper

15  
16 DATED: August 12, 2025

FRONTIER LAW CENTER

17 Rebecca Harteker

18 REBECCA HARTEKER

19 Attorney for Plaintiff

20 MARIHA RAYANNE ROUTON,  
21 individually and on behalf of all  
22 others similarly situated  
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