

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
GUADALUPE SORIANO

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
GUADALUPE SORIANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GUADALUPE SORIANO, as an
individual and on behalf of all other
current and former Aggrieved Employees,

Plaintiff,

vs.

C & J FOOD COMPANY, doing business
as THE HAT, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: **25STCV20568**

REPRESENTATIVE ACTION COMPLAINT:

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/11/2025 1:10 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

1 Plaintiff Guadalupe Soriano (“Plaintiff”), on behalf of herself and all other current and
2 former Aggrieved Employees, hereby brings this Representative Complaint (“Complaint”) against
3 C & J Food Company, doing business as The Hat, a California corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other current and former Aggrieved
7 Employees, hereby brings this Complaint for recovery of civil penalties under California Labor
8 Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This
9 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
10 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
11 controversy exceeds this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
16 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
17 Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was a California resident. During the one year immediately preceding Plaintiff giving
21 the required notice under the PAGA, within the statute of limitations periods applicable to each
22 cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

23 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
24 year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue
25 to do) business as a fast food restaurant. Defendants employed Plaintiff and other, similarly-
26 situated non-exempt employees within Los Angeles County and the state of California and,
27 therefore, were (and are) doing business in Los Angeles County and the State of California.

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1 5. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject
8 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

9 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
10 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of
14 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. At all times mentioned herein, Defendants, and each of them, were members of
19 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
20 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
21 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all other
22 Aggrieved Employees.

23 **GENERAL FACTUAL ALLEGATIONS**

24 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
25 approximately September 2018. Plaintiff holds the job title of General Worker, and her duties
26 include, without limitation, preparing and cooking food, washing dishes, and throwing away
27 trash.

28 //

1 10. Plaintiff is generally scheduled to work Friday through Tuesday from 7:30 a.m. to
2 3:30 p.m. Defendants require Plaintiff to keep track and record of her time worked by writing
3 down her time worked on a time slip. Plaintiff often works 8-10 hour shifts.

4 11. During her employment with Defendants, Plaintiff has not been paid for all time
5 worked. Specifically, Defendants would keep track of Plaintiff's time worked and would
6 unlawfully shave Plaintiff's work time and/or round Plaintiff's work time such that Plaintiff
7 would not be fully paid for all time worked. This time shaving/rounding practice utilized by
8 Defendants was not even-handed over time and would round and shave in Defendants' favor such
9 that Plaintiff was routinely underpaid for her time worked. During Plaintiff's employment with
10 Defendants, she often worked in excess of 8 hours per workday and/or 40 hours per work week,
11 and therefore, had Plaintiff been properly paid for all of the time that she actually worked, she
12 would have been paid additional minimum and/or overtime wages. These practices by
13 Defendants resulted in Defendants not properly tracking the time worked by Plaintiff and also
14 resulted in Defendants paying Plaintiff less than she was owed for the work she performed,
15 including failing to pay her all required minimum and/or overtime wages.

16 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
17 all required meal periods due to Defendants' meal period policies and practices, which fail to
18 provide 30-minute first meal periods before the end of the fifth hour of work. Due to Defendants'
19 policies and practices, as well as their work demands, meal periods were untimely, or otherwise
20 in violation of California law.

21 13. Although Plaintiff was not provided with all legally-compliant meal periods to
22 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
23 premium for each workday in which she experienced a meal period violation as mandated by
24 Labor Code § 226.7.

25 14. Plaintiff was also not authorized and permitted to take all legally required and
26 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
27 Defendants' work demands, Defendants did not authorize and permit one rest period for every
28 four hours worked, or *major fraction thereof*.

1 15. On those occasions when Plaintiff was not authorized and permitted to take all
2 legally-compliant rest periods to which she was entitled, Defendants failed to compensate
3 Plaintiff with the required rest period premium for each workday in which she experienced a rest
4 period violation as mandated by Labor Code § 226.7.

5 **FIRST CAUSE OF ACTION**

6 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

7 **(AGAINST ALL DEFENDANTS)**

8 16. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 17. Defendants have committed several Labor Code violations against Plaintiff and
10 other Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor
11 Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this
12 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
13 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
14 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
15 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
16 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
17 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
18 specifically provided, based on the following Labor Code violations:

- 19 a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
20 Plaintiff and other aggrieved employees the statutory minimum wage for all
21 hours worked;
- 22 b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
23 pay Plaintiff and other aggrieved employees all overtime compensation
24 earned;
- 25 c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide
26 all legally required meal periods and failing to pay meal period premiums to
27 Plaintiff and other aggrieved employees;
- 28 d. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide

all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees; and

e. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

18. On May 6, 2025, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 17 (a)-(e). Attached hereto as **Exhibit 1** is a true and correct copy of the May 6, 2025 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

19. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee

1 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
2 Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each
3 aggrieved employee per pay period for those violations of the Labor Code for which no civil
4 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 17 (a)-
5 (e) above.

6 2. Prejudgment interest on all due and unpaid wages pursuant to California Labor
7 Code § 218.6 and Civil Code §§ 3287 and 3289;

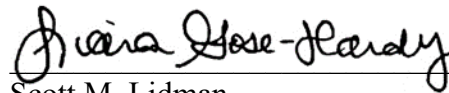
8 3. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor
9 Code § 218.5 and Code of Civil Procedure § 1021.5; and

10 4. For such other and further relief the Court may deem just and proper.

11
12 Dated: July 11, 2025

Respectfully submitted,
LIDMAN LAW, APC

13
14 By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

17 Attorneys for Plaintiff
18 GUADALUPE SORIANO
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EXHIBIT 1

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LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

May 6, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

C & J Food Company, doing business as The Hat, a California corporation

c/o Valiere M. Byrnes, Agent for Service of Process

307 N. Garfield Avenue

Alhambra, CA 91801

Re: *Guadalupe Soriano v. C & J Food Company, doing business as The Hat, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Guadalupe Soriano in claims arising from her employment with C & J Food Company, doing business as The Hat, a California corporation (“Defendant”). Ms. Soriano is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Ms. Soriano, a current non-exempt employee, has been employed by Defendant since approximately September 2018. During her employment with Defendant, Ms. Soriano held the job title of General Worker in which her duties include, without limitation, preparing and cooking food, washing dishes, and throwing away trash.

During her employment with Defendant, Ms. Soriano is generally scheduled to work Friday through Tuesday from 7:30 a.m. to 3:30 p.m. Defendant requires Ms. Soriano keep track and record of her time worked by writing down her time worked on a time slip. Ms. Soriano often works 8 to 10 hour shifts.

During her employment with Defendant, Ms. Soriano and other hourly, non-exempt employees had not been paid for all time worked. Specifically, Defendant would keep track of Ms. Soriano's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would round and shave in Defendant's favor such that Ms. Soriano and other hourly, non-exempt employees were routinely underpaid for their time worked. Ms. Soriano and other hourly, non-exempt employees often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Ms. Soriano and the other hourly, non-exempt employees been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime time wages. These practices by Defendant resulted in Defendant not properly tracking the time worked by Ms. Soriano and other hourly, non-exempt employees and also resulted in Defendant paying Ms. Soriano and the other hourly, non-exempt employees less than they were owed for the work they performed, including failing to pay them all required minimum and/or overtime wages.

Throughout Ms. Soriano's employment with Defendant, Ms. Soriano and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of Defendant's policies and practices, as well as the work demands imposed by Defendant, Defendant often provided meal periods that were either interrupted, late, short, or failed to provide a required meal period altogether.

Although Ms. Soriano and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Soriano and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Ms. Soriano and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period and rest period premium wages, Defendant maintained inaccurate payroll records for Ms. Soriano and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”):

Minimum Wage Violations

Defendant was required to pay Ms. Soriano and other Aggrieved Employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Ms. Soriano and other Aggrieved Employees were not paid for all hours worked due to Defendant’s timekeeping and compensation practices.

Overtime Violations

Defendant was required to pay Ms. Soriano and other Aggrieved Employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked.” As explained above, Ms. Soriano and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant’s policy and practice of rounding and/or shaving its non-exempt employees’ time.

Meal Period Violations

As alleged above, Defendant failed to provide Ms. Soriano and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, due to the work demands imposed by Defendant, Ms. Soriano and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Ms. Soriano and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Ms. Soriano and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Soriano and other Aggrieved Employees with the required meal period

premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Ms. Soriano and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. As a result, Ms. Soriano and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

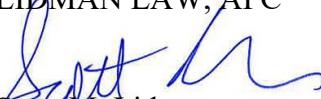
As an "aggrieved employee," Ms. Soriano will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Soriano's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Soriano and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Soriano and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Soriano and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Soriano and other aggrieved employees; and
- e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Soriano and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman