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as an aggrieved employee, and on behalf of all other

aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

REBECCA WINCHESTER, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

CRACKER BARREL OLD COUNTRY
STORE, INC., a Florida corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 2026CJ0E061049

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

ELECTRONICALLY FILED

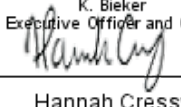
Superior Court of California

County of Ventura

02/05/2026

K. Bieker

Executive Officer and Clerk

By:  Deputy Clerk

Hannah Cressy

1 Plaintiff Rebecca Winchester (“Plaintiff”) or “Employee”), as an aggrieved employee, and
2 on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against CRACKER BARREL
7 OLD COUNTRY STORE, INC., a Florida corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Cracker Barrel”), as a proxy of the Labor and
9 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
10 all other current and former non-exempt employees of Defendants working within the Civil Penalty
11 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
12 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
13 Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 233, 234, 245, 246,
14 351, 353, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5,
15 1197, 1197.1, 2800, 2802, 2810.5, 2699, Business and Professions Code section 17200,
16 Government Code section 12952, as well as applicable Wage Orders. Plaintiff seeks to represent all
17 employees of CRACKER BARREL OLD COUNTRY STORE, INC., and each of them, DOES 1
18 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
19 “Defendants” or “Employer”) working within three years preceding the date of filing Notice with
20 the LWDA and continuing past the date of the LWDA Notice filing into perpetuity (“Civil Penalty
21 Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
22 employees of Defendants working within the Civil Penalty Period. Collectively, those employees
23 shall be known as “Aggrieved Employees” herein.

24 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
25 of Civil Procedure section 410.10.

26 3. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
27 sections 392, *et seq.* because, among other things, Ventura County is where the causes of action
28 complained of herein arose; the county in which the employment relationship began; the county in

1 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
2 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
3 and Defendants was actually performed; and the county in which Defendants, or some of them,
4 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
5 Employees in Ventura County, and because Defendants employ Aggrieved Employees in Ventura
6 County.

7 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
10 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

14 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
15 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
16 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
17 PAGA allegations described herein is not required.

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 233, 234, 245, 246, 351, 353, 432.5,
20 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800,
21 2802, 2810.5, 2699, Business and Professions Code section 17200, Government Code section
22 12952, as well as applicable Wage Orders.

23 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
24 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved s within the Civil
25 Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures specified
26 in Labor Code section 2699.3.

27 8. On or around August 26, 2025, Plaintiff provided written notice pursuant to Labor
28 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’

1 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
2 as well as by certified mail, with return receipt requested to Defendants, and each of them.

3 9. To the extent Defendants, or either of them, previously used the notice and cure
4 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
5 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
6 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
7 conference process pursuant to section 2699.3(f).

8 10. In the event that Defendants, or either of them, is/are determined to have satisfied
9 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
10 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
11 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

12 11. In the event that Defendants, or either of them, is/are determined to have, prior to
13 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
14 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
15 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
16 2699(g)(1)-(3).

17 12. In the event that Defendants, or either of them is/are deemed to have adequately taken
18 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
19 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
20 Code section 2699(h)(1)-(3).

21 13. Plaintiff is further informed and believes that within five (5) years of any of
22 violations described above, the LWDA or a court has issued a finding or determination to the
23 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
24 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
25 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
26 was/were found to have unlawfully committed some or all of the above-related Labor Code
27 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
28 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under

1 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
2 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
3 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
4 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
5 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
6 violations either prior to or after the Employer's receipt of this notice.

7 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the August 26, 2025 postmarked date of the herein-described notice sent by
10 Plaintiff to the LWDA and Defendants.

11 **PAGA REPRESENTATIVE ALLEGATIONS**

12 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
13 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
14 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
15 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
16 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
17 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
18 clock, including, without limitation, by: requiring employees: to suffer under Employer's control
19 due to don and doff uniforms off the clock, for failure to pay overtime as required by Labor Code
20 section 226.2 all to the detriment of Employee and other Aggrieved Employees. Consequently,
21 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
22 sections 223, 510, 551, 552, 1194, 1198 and applicable Wage Orders based on its practice of
23 providing total compensation that is less than the required legal overtime compensation for the
24 overtime worked, entitling Employee and other aggrieved employees to damages, including, without
25 limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
26 Employee during the Civil Penalty Period. Employee further informed and believes, and based
27 thereon alleges, that Employer's conduct above gave rise to such violations was malicious,
28 fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code

1 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under
2 sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to
3 Labor Code section 2699(f)(2)(B)(ii).

4 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
6 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
7 control every day as a result of, without limitation, failing to accurately track and/or pay for all
8 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
9 including, without limitation, by requiring employees: to suffer under Defendants' control due to
10 don and doff uniforms and/or safety equipment off the clock. As such, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
12 sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
13 minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally
14 suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to actual
15 and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to
16 compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the
17 Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
20 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
25 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
26 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
27 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
28 periods; not providing timely meal periods; failing to provide first and second meal periods;

1 providing short meal periods, including without, limitation ; not permitting employees to leave the
2 premises. Plaintiff and other Aggrieved Employees personally suffered these violations.
3 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
4 Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the Civil Penalty
5 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
6 rate of pay for each day worked during the Civil Penalty Period under Labor Code section 226.7.
7 However, Plaintiff is informed and believes that those premium payments under Labor Code section
8 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper
9 regular rate of pay. Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections
10 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the
11 taking of compliant meal periods and for failing to provide premium pay under Labor Code section
12 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
13 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
14 malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant
15 to Labor Code section 2699(f)(2)(B)(ii).

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
18 including, without limitation, work over four-hour periods (or major fractions thereof) without
19 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
20 and complete ten-minute rest periods in which the employees are completely relieved of all of their
21 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
22 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
23 minutes, ; interrupting them;; not providing rest periods in a timely fashion; and not permitting
24 employees to leave the premises. Employee and other Aggrieved Employees personally suffered
25 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
26 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
27 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
28 their regular rate of pay for each day worked during the PAGA Period under Labor Code section

1 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
2 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
3 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
4 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
5 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
6 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
7 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 19. As a result of, among other things, Defendants' herein-described policy or practice
12 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
13 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
14 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
15 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
16 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
17 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
18 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
19 name of the employee and only the last four digits of their social security number or an employee
20 identification number other than a social security number; all deductions; all applicable hourly rates
21 in effect during the pay period and the corresponding number of hours worked at each hourly rate
22 by the employee. and other such information as required by Labor Code section 226, subdivision
23 (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage
24 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
25 the rates of pay at which they were or should have been paid (including due to failure to pay at the
26 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
27 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
28 Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee

1 during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally
2 suffered these violations and was owed penalties under Labor Code section 226 for each pay period
3 worked during the PAGA Period. Plaintiff is informed and believes that those penalties under
4 Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants
5 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
6 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
7 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
8 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief
9 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
10 pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
12 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
13 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
14 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
15 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
16 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
17 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
18 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
19 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
20 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
21 informed and believes that those penalties under Labor Code section 203 were not made for these
22 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
23 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
24 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
25 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also
2 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
4 uniforms, and separately laundering mandatory uniforms, in direct consequence of the discharge of
5 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
6 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
7 Aggrieved Employees have personally suffered these violations and Defendants are liable to
8 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
9 duties. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
10 above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Defendants
11 would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
12 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
13 pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 22. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
16 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
17 of any calendar month shall be paid for between the 16th and 26th day of the month during which
18 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
20 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
21 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
22 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
24 personally suffered these violations. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
27 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
28 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
3 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
4 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
5 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
6 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
7 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
8 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
9 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
10 card payment processing fees that may be charged to the employer by the credit card company by
11 not later than the regular payday following the date the patron authorized the credit card. In addition,
12 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
13 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
14 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
15 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
16 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
17 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
18 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
19 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
23 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
24 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
25 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
26 from disclosing who else works with Defendants and under what circumstances that they might be
27 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
28 violates Business and Professions Code sections 17200, and, by virtue thereof, various provisions

1 of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198,
2 and that Plaintiff and other Aggrieved Employees have personally suffered these violations.
3 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
4 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would be liable
5 for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
6 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8 25. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
9 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
10 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
11 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
12 required to be provided pursuant to California and local laws. Plaintiff is further informed and
13 believes that the sick pay was not provided at the proper regular of pay as required under California
14 law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes
15 that Defendants also did not permit its use upon request by Defendants and other Aggrieved
16 Employees as contemplated under California and local laws, including, without limitation, under
17 Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or
18 domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice
19 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll
20 or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these
21 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
22 Employees have personally suffered violations under these sections and Defendants would be liable
23 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198
24 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and
25 costs. Employee further informed and believes, and based thereon alleges, that Defendants' conduct
26 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
27 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 26. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
6 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff
7 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
8 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
9 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
10 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
11 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
12 Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
16 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
17 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
18 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
19 purported confidentiality agreements, purported severance agreements, or purported release
20 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
21 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
22 to inform prospective employers of Employer's restrictions of Plaintiff's and Aggrieved Employees'
23 freedom to work. As a result, Plaintiff is informed and believes that Defendants violated Labor
24 Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
25 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
26 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
27 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
28 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations

1 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
2 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code
4 section 2699(f)(2)(B)(ii).

5 28. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
6 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which
7 violate the California Labor Code as described above, including on behalf of Plaintiff and other
8 Aggrieved Employees pursuant to PAGA.

9 **PARTIES**

10 **A. Plaintiff**

11 29. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
13 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
14 approximately October of 2021 through at least April of 2025.

15 **B. Defendants**

16 30. Plaintiff (Employee) is informed and believes and based thereon alleges that
17 defendant CRACKER BARREL OLD COUNTRY STORE, INC. is, and at all times relevant hereto
18 was, a corporation organized and existing under and by virtue of the laws of the State of Florida and
19 doing business in the County of Ventura, State of California.

20 31. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or
3 “Employer” it shall include and any of their parent, subsidiary, or affiliated companies within the
4 State of California, as well as DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 32. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 mentioned herein, each of the defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 33. All of the acts and conduct described herein of each and every corporate defendant
12 was duly authorized, ordered, and directed by the respective and collective defendant corporate
13 employers, and the officers and management-level employees of said corporate employers. In
14 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
15 their said employees, agents, and representatives, and each of them; and upon completion of the
16 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
17 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
18 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
19 aforementioned corporate employees, agents and representatives.

20 34. Plaintiff is informed and believes, and based thereon alleges, that despite the
21 formation of the purported corporate existence of Cracker Barrel Old Country Store, Inc., and DOES
22 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same
23 with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
24 the following reasons:

25 a. The Alter Ego Defendants are completely dominated and controlled by the
26 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
27 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
28

1 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
2 inequitable purpose;

3 b. The Individual Defendants derive actual and significant monetary benefits by
4 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
5 the funding source for the Individual Defendants' own personal expenditures;

6 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
7 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
8 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
9 accomplishing some other wrongful or inequitable purpose;

10 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
11 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
12 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
13 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
14 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
15 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
16 herein were, the alter egos of the Individual Defendants;

17 e. The recognition of the separate existence of the Individual Defendants from
18 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
19 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
20 and other statutory violations. The corporate existence of these defendants should thus be
21 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
22 and injustice to Plaintiff herein;

23 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
24 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
25 disregarded.

26 35. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
27 thereon alleges that Defendants, and each of them, are joint employers.

28 36. Moreover, Plaintiff is informed and believes, and based thereon alleges, that

1 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
2 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
3 violations described herein, or some of them.

4 **FIRST AND ONLY CAUSE OF ACTION**

5 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

6 37. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

8 **Civil Penalties Under Labor Code § 210**

9 38. At all relevant times herein, Labor Code section 204, requires and required that:
10 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
11 between the 16th and 26th day of the month during which the labor was performed, and labor
12 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
13 between the 1st and 10th day of the following month.”

14 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
15 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
17 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
18 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
19 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
20 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

21 40. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
23 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
24 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
25 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
26 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
27 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
28 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent

1 violation in connection with each payment that was made in violation of Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

3 41. Defendants had and have a policy or practice of failing to comply with Labor Code
4 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
5 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
6 wages earned; the name and address of each employer with whom they have been placed to work;
7 all applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
9 entity securing the employer's services if the employer is a farm labor contractor; and other such
10 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
11 to the extent it does not include for piece-rate work the information required therein including,
12 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
13 productive time and rest and recovery periods

14 42. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

19 43. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
20 this section are in addition to any other penalty provided by law."

21 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
23 statements as set forth in the preceding paragraphs.

24 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
25 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
26 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
27 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
28 period for each subsequent violation.

1 Violation of Labor Code § 558

2 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
7 pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
14 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
15 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
16 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
17 regular payday designated by employer, the name of the employer, including any “doing business
18 as” names used, the name, address, and telephone number of the workers’ compensation insurance
19 carrier, information regarding paid sick leave, and other pertinent information.

20 48. As a direct and proximate result of the herein-described Labor Code violations,
21 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
22 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
23 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
24 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

25 Violation of Labor Code § 1174.5

26 49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

5 50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
6 every person employing labor in California to “[k]eep a record showing the names and addresses of
7 all employees employed and the ages of all minors.”

8 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
9 every person employing labor in California to “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
12 piece rate paid to, employees employed at the respective plants or establishments. These records
13 shall be kept in accordance with rules established for this purpose by the commission, but in any
14 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
15 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
16 earned.”

17 52. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
18 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
19 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
20 member of the commission or employees of the division to inspect records pursuant to subdivision
21 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

22 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
23 willfully failed to keep adequate or accurate time records including wage statements and similar
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
26 under Labor Code section 1174.

27 54. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
2 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

4 55. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
5 person acting either individually or as an officer, agent, or employee of another person, who pays
6 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
7 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
8 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
9 Section 203 as follows:

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 15 (2) For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
26 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
27 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
28 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of

1 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
2 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
3 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

4 57. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
7 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
8 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
9 subsequent violation.

10 Civil Penalties Under Labor Code § 2699

11 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
12 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
13 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
14 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Labor Code section 2699.3.

17 59. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described in the preceding paragraphs.

19 60. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
22 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

23 61. Moreover, Plaintiff and other Aggrieved Employees within the State of California
24 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
25 connection with their herein-described claims for civil penalties.

26 **PRAYER**

27 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
28 judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- C. For equitable, including, without limitation, injunctive relief;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: January 16, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Pavel Rukavishnikov

MOLLY A. DESARIO

CALYN V. HADLOCK

PAVEL RUKAVISHNIKOV

Attorneys for Plaintiff REBECCA WINCHESTER, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,