

Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Cristina Ramirez

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

2/17/2026 11:42:27 AM

Clerk of the Superior Court
By N. Lopez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CRISTINA RAMIREZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

DENNY'S, INC., a Florida corporation;
DENNY'S CORPORATION, a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 26CU008087C

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Civil Penalties for Violations of California
Labor Code, Pursuant to PAGA, §§ 2698,
et seq.

1 Plaintiff Cristina Ramirez, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on August 18, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys
7 general their current or former employers for various civil penalties for violations of various
8 provisions in the California Labor Code.

9 THE PARTIES

10 6. Plaintiff Cristina Ramirez is a resident of San Diego, in San Diego County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately June 2017 to May 2025. Plaintiff worked as a Service Assistant and Porter at
13 Defendants’ restaurant in San Diego, California. During her employment, Plaintiff typically
14 worked six (6) hours or more per day and five (5) days per week. Plaintiff’s primary job
15 duties included, without limitation, cleaning, maintaining the premises, and assisting kitchen
16 staff.

17 7. DENNY’S, INC. was and is, upon information and belief, a Florida
18 corporation, and at all times hereinafter mentioned, an employer whose employees are
19 engaged throughout this county and the State of California.

20 8. DENNY’S CORPORATION was and is, upon information and belief, a
21 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
22 are engaged throughout this county and the State of California.

23 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
24 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
25 amend the complaint and serve such fictitiously named Defendants once their names and
26 capacities become known.

27 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
28 were the partners, agents, owners, or managers of DENNY’S, INC. and DENNY’S

1 CORPORATION at all relevant times.

2 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to, DENNY’S, INC.;
4 DENNY’S CORPORATION; and/or DOES 1 through 10 (collectively, “Defendants” or
5 “DENNY’S”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
6 working in concert with, each of the other co-Defendants and was acting within the course and
7 scope of such agency, employment, joint venture, or concerted activity with legal authority to
8 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
9 represent, the official policy of Defendants.

10 12. At all relevant times, Defendants, and each of them, ratified each and every act
11 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
12 and abetted the acts and omissions of each and all the other Defendants in proximately causing
13 the damages herein alleged.

14 13. Plaintiff is informed and believes, and thereon alleges, that each of said
15 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
16 omissions, occurrences, and transactions alleged herein.

17 14. Under California law, Defendants are jointly and severally liable as employers
18 for the violations alleged herein because they have each exercised sufficient control over the
19 wages, hours, working conditions, and employment status of Plaintiff and other non-party
20 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
21 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
22 of employment, determined their rate of pay, and maintained their employment records.
23 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
24 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
25 common-law employment relationship. As joint employers of Plaintiff and other non-party
26 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
27 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

28 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other non-party Aggrieved Employees because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and other non-party Aggrieved Employees;
- (b) jointly exercised meaningful control over Plaintiff's and other non-party Aggrieved Employees' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and other non-party Aggrieved Employees;
- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

17. DENNY'S, INC.; DENNY'S CORPORATION; and DOES 1 through 10 are therefore alter egos of each other.

18. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name "DENNY'S."

19. Plaintiff further alleges, upon information and belief, that Defendants

DENNY’S, INC. and DENNY’S CORPORATION are alter egos of each other for the following reasons:

- (a) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), DENNY’S, INC. and DENNY’S CORPORATION share the same principal address and mailing address of “203 EAST MAIN STREET, SPARTANBURG, SC 29319”;
- (b) According to their most recent “Statement of Information” forms filed with the California Secretary of State, DENNY’S, INC. and DENNY’S CORPORATION share the same officers, including, but not limited to, Kelli Valade, who serves as the Chief Executive Officer; Robert P. Verostek, who serves as the Chief Financial Officer; and Gail Sharps-Myers, who serves as the Secretary;
- (c) On the California Secretary of State’s website, DENNY’S, INC. and DENNY’S CORPORATION share the same agent for service of process, C T CORPORATION SYSTEM; and
- (d) On information and belief, DENNY’S, INC. and DENNY’S CORPORATION utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

20. Defendants are a diner-style restaurant chain operating approximately 22 corporate-owned locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Spartanburg, South Carolina, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

21. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 22. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their company headquarters in Spartanburg, South Carolina, which processes
8 payroll for all non-exempt, hourly paid employees working for Defendants at their various
9 locations in California, including Plaintiff and other non-party Aggrieved Employees. Based
10 upon information and belief, Defendants issue the same formatted wage statements to all non-
11 exempt, hourly paid employees in California, irrespective of their work locations. Upon
12 information and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which each employee's
14 employment ends.

15 23. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
24 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
25 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
26 other non-party Aggrieved Employees were not provided with all meal periods or payment of
27 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
28 uninterrupted, thirty (30) minute meal period.

1 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
4 payment of one (1) additional hour of pay at their regular rates of pay when they were not
5 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
6 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
7 provided with payment of one (1) additional hour of pay at their regular rates of pay when
8 they were not authorized and permitted to take a compliant rest period.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive complete and accurate wage statements in accordance with California law. In
12 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
13 were not provided complete and accurate wage statements.

14 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that they had a duty to maintain accurate and complete payroll records in
16 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
17 knowingly, and intentionally failed to do so.

18 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 timely payment of all wages earned upon termination of employment. In violation of the
21 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
22 payment of all wages due, including, but not limited to, meal and rest period premium wages,
23 within permissible time periods.

24 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 timely payment of wages during their employment. In violation of the California Labor Code,
27 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
28 including, but not limited to, meal and rest period premium wages, within permissible time

1 periods.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive full reimbursement for all business-related expenses and costs they incurred during the
5 course and scope of their employment and that they did not receive full reimbursement of
6 applicable business-related expenses and costs incurred.

7 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate
9 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
10 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
11 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
12 that they were properly denied wages, all in order to increase Defendants' profits.

13 33. At all times herein set forth, PAGA provides that any provision of law under
14 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
15 assessed and collected by the LWDA for violations of the California Labor Code and
16 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
17 civil action brought on behalf of themselves and other current or former employees pursuant
18 to procedures outlined in California Labor Code section 2699.3.

19 34. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
20 "any person who was employed by the alleged violator and personally suffered each of the
21 violations alleged."

22 35. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
24 current or former employees and each of the alleged violations were committed against them.

25 36. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
26 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
27 following requirements have been met:

28 (a) The aggrieved employee shall give written notice by online filing

(hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

37. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice. The employer shall
3 give written notice by certified mail within that period of time to the
4 aggrieved employee or representative and the agency if the alleged
5 violation is cured, including a description of actions taken, and no civil
6 action pursuant to Section 2699 may commence. If the alleged violation
7 is not cured within the 33-day period, the employee may commence a
8 civil action pursuant to Section 2699.

9 38. On August 18, 2025, Plaintiff provided written notice by online filing to the
10 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-1119437-25. A true and correct copy of Plaintiff's
16 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

17 39. As of the filing date of this complaint, over 65 days have passed since Plaintiff
18 sent the written notice described above, and the LWDA has not responded that it intends to
19 investigate Plaintiff's claims, and Defendants have not cured the violations.

20 40. Thus, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
22 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516,
23 1174(d), 1198, and 2802.

24 41. Labor Code section 558(a) provides "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare
27 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
28 dollars (\$50) for each underpaid employee for each pay period for which the employee was

1 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was underpaid” Labor
3 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
4 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
5 as a private attorney general, seeks assessment and collection of civil penalties under Labor
6 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
7 California against Defendants for violations of Labor Code sections 512(a), 516, and 1198,
8 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
9 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
10 from Defendants for violations of Labor Code sections 512(a), 516, and 1198, and the
11 applicable IWC Wage Order.

12 42. Defendants, at all times relevant to this complaint, were employers or persons
13 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
14 Employees’ rights by violating various sections of the California Labor Code as set forth
15 above.

16 43. As set forth below, Defendants have violated numerous provisions of both the
17 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
18 Order.

19 44. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
20 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
21 interest as a private attorney general, seeks assessment and collection of civil penalties and
22 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
23 California against Defendants for violations of California Labor Code sections 201, 202, 204,
24 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802.

25 **FIRST CAUSE OF ACTION**

26 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

27 **(Against all Defendants)**

28 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 46. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
3 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
4 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
5 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
6 civil penalties for violations of those Labor Code sections not found in section 2699.5,
7 including sections 226(a), 226.7, 512(a), 516, and 2802.

8 47. Defendants' conduct, as alleged herein, violates numerous sections of the
9 California Labor Code, including, but not limited to, the following:

- 10 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
11 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
12 and other non-party Aggrieved Employees with meal periods, as set
13 forth below;
- 14 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to authorize and
16 permit Plaintiff and other non-party Aggrieved Employees to take rest
17 periods, as set forth below;
- 18 (c) Violation of Labor Code sections 226(a) and 1198, and the applicable
19 IWC Wage Order for failure to provide accurate and complete wage
20 statements to Plaintiff and other non-party Aggrieved Employees, as set
21 forth below;
- 22 (d) Violation of Labor Code sections 1174(d) and 1198, and the applicable
23 IWC Wage Order for failure to maintain payroll records, as set forth
24 below;
- 25 (e) Violation of Labor Code sections 201 and 202 for failure to pay all
26 earned wages upon termination, as set forth below;
- 27 (f) Violation of Labor Code section 204 for failure to pay all earned wages
28 during employment, as set forth below; and

(g) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

48. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

49. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

50. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

51. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

52. During the relevant time period, on information and belief, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their restaurants such there were too few employees on duty to handle the workload and attend to customers.

1 Because Defendants did not employ or staff a sufficient number of employees to meet
2 customer demand, there was no one available to relieve employees needing meal period
3 coverage, and Plaintiff and other non-party Aggrieved Employees were not always afforded
4 timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive
5 a meal period. Additionally, Defendants, on a company-wide basis, had a practice of failing
6 to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
7 Employees to not be relieved of their duties for compliant meal periods.

8 53. As a result, Plaintiff and other non-party Aggrieved Employees have had to
9 work through all or part of their meal periods, had their meal periods interrupted, and/or had
10 to wait extended periods of time before taking meal periods. For example, Plaintiff regularly
11 took her meal periods late, after having worked in excess of five (5) hours into her shift, due
12 to lack of coverage and Defendants' expectation that Plaintiff and other non-party Aggrieved
13 Employees work through their meal periods.

14 54. Moreover, because Defendants frowned upon employees accruing meal period
15 premiums, Defendants' managers pressured Plaintiff and other non-party Aggrieved
16 Employees to record compliant meal periods, regardless of whether they had received a
17 compliant meal period or not. For example, Plaintiff's manager told her to clock out before
18 the fifth hour and record her meal period even if she could not take her meal period. Thus,
19 Defendants systematically failed to accurately record meal periods.

20 55. At all times herein mentioned, Defendants knew or should have known that, as
21 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
22 from being relieved of all duties to take timely, uninterrupted meal periods. Defendants
23 further knew or should have known that Defendants did not pay Plaintiff and other non-party
24 Aggrieved Employees meal period premiums when meal periods were missed, shortened,
25 interrupted, and/or late.

26 56. Moreover, Defendants engaged in a company-wide practice and/or policy of
27 not paying meal period premiums owed when compliant meal periods are not provided.
28 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees

1 have not received premium pay for missed, late, and interrupted meal periods. As a result,
2 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
3 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
4 to pay the full meal period premiums due.

5 57. Defendants' conduct violates the applicable IWC Wage Order, and California
6 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 558 and/or 2699(a), (f), and (k).

9 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
10 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

11 58. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
13 non-party Aggrieved Employees' employment by Defendants.

14 59. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 60. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 273 (2016).

28 61. During the relevant time period, Defendants regularly failed to authorize and

1 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
2 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
3 Defendants' company-wide practices of understaffing and assigning heavy workloads
4 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duties
5 to take rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled
6 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
7 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

8 62. Furthermore, on information and belief, during the relevant time period,
9 Defendants maintained a company-wide on-premises rest period policy, which effectively
10 required that Plaintiff and/or other non-party Aggrieved Employees remain on the premises
11 during their rest periods. Because Plaintiff and/or other non-party Aggrieved Employees were
12 restricted from leaving Defendants' premises during rest periods, they were denied the ability
13 to use their rest periods freely for their own purposes, such as running personal errands. Thus,
14 Defendants effectively maintained control over Plaintiff and/or other non-party Aggrieved
15 Employees during rest periods.

16 63. As a result of Defendants' practices and policies, Plaintiff and other non-party
17 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
18 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
19 For example, Plaintiff had to forgo a majority of her rest periods due to the lack of coverage
20 and heavy workload.

21 64. Defendants have also engaged in a company-wide practice and/or policy of not
22 paying rest period premiums owed when compliant rest periods are not authorized and
23 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
24 Employees have not received premium pay for all missed rest periods. As a result,
25 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
26 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
27 the applicable IWC Wage Order.

28 65. Defendants' conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (k).

4 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
5 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

6 66. At all relevant times herein set forth, California Labor Code section 226(a)
7 provides that every employer shall furnish each of his or her employees an accurate and
8 complete itemized wage statement in writing, including, but not limited to, the name and
9 address of the legal entity that is the employer, the inclusive dates of the pay period, total
10 hours worked, and all applicable rates of pay.

11 67. At all relevant times, Defendants have knowingly and intentionally provided
12 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
13 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
14 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; net wages
15 earned; and all applicable hourly rates in effect during the pay period, including rates of pay
16 for meal and rest period premium wages, and the corresponding number of hours worked at
17 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(5), and
18 226(a)(9).

19 68. Because Defendants did not pay Plaintiff and other non-party Aggrieved
20 Employees meal and rest period premium wages for noncompliant meal and rest periods,
21 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
22 and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and
23 226(a)(5). For the same reason, Defendants failed to list the applicable hourly rates of pay in
24 effect during the pay period, namely, the rates of pay for meal and rest period premium wages,
25 in violation of section 226(a)(9).

26 69. The wage statement deficiencies also include, among other things, failing to list
27 the total hours worked by the employee; failing to list the number of piece-rate units earned
28 and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all

1 deductions; failing to list the inclusive dates of the period for which aggrieved employees
2 were paid; failing to list the name of the employee and only the last four digits of his or her
3 social security number or an employee identification number other than a social security
4 number; and/or failing to list the name and address of the legal entity that is the employer.

5 70. California Labor Code section 1174(d) provides that “[e]very person employing
6 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
7 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the hours
9 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
10 applicable piece rate paid to, employees employed at the respective plants or
11 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
12 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
13 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
14 as a result of failing to record all wages owed, including meal and rest period premium wages.

15 71. California Labor Code section 1198 provides that the maximum hours of work
16 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
17 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
18 employment of any employees for longer hours than those fixed by the order or under
19 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
20 Wage Order, employers are required to keep accurate time records showing when the
21 employee begins and ends each work period and meal period. During the relevant time
22 period, Defendants engaged in company-wide practices and/or policies of failing to keep
23 accurate records of meal period start and end times for Plaintiff and other non-party
24 Aggrieved Employees, in violation of section 1198.

25 72. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
26 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
27 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

28 //

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

3 73. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
4 that if an employer discharges an employee, the wages earned and unpaid at the time of
5 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
6 her employment, his or her wages shall become due and payable not later than seventy-two
7 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
8 his or her intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 74. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees who are no longer employed by Defendants the earned
12 and unpaid wages set forth above, including but not limited to, meal and rest period premium
13 wages, either at the time of discharge, or within seventy-two (72) hours of their leaving
14 Defendants' employ.

15 75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
18 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
19 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
20 2699(a), (f), and (k).

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

23 76. At all times relevant herein set forth, Labor Code section 204 provides that all
24 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
25 days, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
27 the month during which the labor was performed. Labor Code section 204 further provides
28 that all wages earned by any person in any employment between the sixteenth (16th) and the

1 last day, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
3 month.

4 77. At all times relevant herein, Labor Code section 204 provides that all wages
5 earned for labor in excess of the normal work period shall be paid no later than the payday for
6 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
7 204 provides that the requirements of this section are deemed satisfied by the payment of
8 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
9 seven (7) calendar days following the close of the payroll period.

10 78. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees all wages due including, but not limited to, meal and
12 rest period premium wages, within the time periods specified by California Labor Code
13 section 204.

14 79. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

17 **VIOLATION OF LABOR CODE SECTION 2802**

18 80. At all times herein set forth, California Labor Code section 2802 provides that
19 an employer must reimburse employees for all necessary expenditures and losses incurred by
20 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
21 to prevent employers from passing off their cost of doing business and operating expenses on
22 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
23 (2014). The applicable wage order, IWC Wage Order No. 5-2001 provides that: "[w]hen tools
24 or equipment are required by the employer or are necessary to the performance of a job, such
25 tools and equipment shall be provided and maintained by the employer, except that an
26 employee whose wages are at least two (2) times the minimum wage provided herein may be
27 required to provide and maintain hand tools and equipment customarily required by the trade
28 or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required

1 by the employer to be worn by the employee as a condition of employment, such uniforms
2 shall be provided and maintained by the employer.”

3 81. First, during the relevant time period, Defendants, on a company-wide basis,
4 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
5 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
6 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
7 For example, Plaintiff and other non-party Aggrieved Employees were required to use their
8 personal mobile devices and mobile data for work-related matters, including communicating
9 with Defendants’ management and sending photos regarding status of tasks such as restaurant
10 prep work, inventory/storage, and cleaning. Although Defendants required Plaintiff and other
11 non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to
12 carry out their work-related responsibilities, Defendants failed to reimburse them for these
13 costs.

14 82. Second, Defendants had a company-wide policy of requiring Plaintiff and other
15 non-party Aggrieved Employees to utilize their own personal vehicles for work purposes, but
16 failed to reimburse them for all costs of travel, including mileage. For example, around 2-3
17 times per month, Plaintiff was required to drive approximately 3-7 miles roundtrip to
18 Defendants’ other restaurants to pick up supplies or ingredients for his restaurant. Although
19 Defendants required Plaintiff and other non-party Aggrieved Employees to utilize their own
20 vehicles to carry out their work-related duties, Defendants did not reimburse them for their
21 mileage or travel expenses.

22 83. Third, during the relevant time period, Defendants required Plaintiff and other
23 non-party Aggrieved Employees to report to work in clean and presentable uniforms,
24 including a shirt bearing the Denny’s company logo. However, Defendants did not provide
25 their employees with sufficient uniform items to wear in relation to the tasks they were
26 required to perform and the number of shifts they worked throughout the week. For example,
27 Defendants only provided Plaintiff and other non-party Aggrieved Employees with two (2)
28 uniform shirts at the time of hire. Because Defendants failed to provide employees with an

adequate number of uniform items, Plaintiff was forced to wash her uniforms more frequently than she would otherwise do laundry, and incur additional laundry expenses for the upkeep of her uniforms. Thus, Defendants failed to maintain uniforms they required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

84. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, as well as an adequate number of uniform items or access to laundering services. Or, Defendants could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

85. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802.

86. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516,

1 and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by
2 failing to provide accurate wage statements and maintain accurate payroll records); 201 and
3 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay
4 all earned wages during employment); and 2802 (by failing to reimburse business expenses);

5 3. For civil penalties pursuant to the California Labor Code, including sections
6 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor
7 Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

8 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
9 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
10 sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

11 5. For attorneys' fees and for costs pursuant to California Labor Code section
12 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
13 Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

14 6. For pre-judgment interest and post-judgment interest as provided by law; and

15 7. For such other and further relief as the Court may deem equitable and
16 appropriate.

17
18 Dated: February 16, 2026

Respectfully submitted,

19 Capstone Law APC

20
21 By: Roxanna Tabatabaee pour

Roxanna Tabatabaee pour

Ryan Tish

Alexander Wallin

22
23 Attorneys for Plaintiff Cristina Ramirez
24
25
26
27
28