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8 as an Aggrieved Employee, and on behalf of all other
9 Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 PANNATHAT WALKER, as an Aggrieved
13 Employee, and on behalf of all other Aggrieved
14 Employees under the Labor Code Private Attorneys'
15 General Act of 2004,

16 Plaintiff

17 v.

18 BREAKFAST REPUBLIC MISSION VALLEY
19 LLC, a California limited liability company;
20 BREAKFAST REPUBLIC CARMEL VALLEY,
21 LLC, a California limited liability company;
22 BREAKFAST REPUBLIC EAST VILLAGE, LLC,
23 a California limited liability company;
24 BREAKFAST REPUBLIC ENCINITAS, LLC, a
25 California limited liability company; BREAKFAST
26 REPUBLIC LIBERTY, INC, a California
27 corporation; BREAKFAST REPUBLIC OC, LLC,
28 a California limited liability company;
BREAKFAST REPUBLIC OCEAN BEACH, LLC,
a California limited liability company;
BREAKFAST REPUBLIC WEST HOLLYWOOD,
LLC, a California limited liability company;
BREAKFAST REPUBLIC-PACIFIC BEACH, LP,
a California limited partnership; CA BREAKFAST
REPUBLIC, INC, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/23/2026 7:00:59 PM

Clerk of the Superior Court
By R. Stille ,Deputy Clerk

CASE NO.: 26CU022442C

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]

1 Plaintiff PANNATHAT WALKER (“Plaintiff”), as an Aggrieved Employee, and on behalf
2 of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

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 BREAKFAST
7 REPUBLIC MISSION VALLEY LLC, a California limited liability company, and any of its
8 respective subsidiaries or affiliated companies within the State of California (“BR MISSION
9 VALLEY”); BREAKFAST REPUBLIC CARMEL VALLEY, LLC, a California limited liability
10 company, and any of its respective subsidiaries or affiliated companies within the State of California
11 (“BR CARMEL VALLEY”); BREAKFAST REPUBLIC EAST VILLAGE, LLC, a California
12 limited liability company, and any of its respective subsidiaries or affiliated companies within the
13 State of California (“BR EAST VILLAGE”); BREAKFAST REPUBLIC ENCINITAS, LLC, a
14 California limited liability company, and any of its respective subsidiaries or affiliated companies
15 within the State of California (“BR ENCINITAS”); BREAKFAST REPUBLIC LIBERTY, INC, a
16 California corporation, and any of its respective subsidiaries or affiliated companies within the State
17 of California (“BR LIBERTY”); BREAKFAST REPUBLIC OC, LLC, a California limited liability
18 company, and any of its respective subsidiaries or affiliated companies within the State of California
19 (“BR OC”); BREAKFAST REPUBLIC OCEAN BEACH, LLC, a California limited liability
20 company, and any of its respective subsidiaries or affiliated companies within the State of California
21 (“BR OCEAN BEACH”); BREAKFAST REPUBLIC WEST HOLLYWOOD, LLC, a California
22 limited liability company, and any of its respective subsidiaries or affiliated companies within the
23 State of California (“BR WEST HOLLYWOOD”); BREAKFAST REPUBLIC-PACIFIC BEACH,
24 LP, a California limited partnership, and any of its respective subsidiaries or affiliated companies
25 within the State of California (“BR PACIFIC BEACH”); CA BREAKFAST REPUBLIC, INC., a
26 California corporation, and any of its respective subsidiaries or affiliated companies within the State
27 of California (“BREAKFAST REPUBLIC”), (hereinafter, BREAKFAST REPUBLIC, BR
28 MISSION VALLEY, BR CARMEL VALLEY, BR EAST VILLAGE, BR ENCINITAS, BR

1 LIBERTY, BR OC, BR OCEAN BEACH, BR WEST HOLLYWOOD, BR PACIFIC BEACH and
2 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
3 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
4 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
5 connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
6 204, 210, 221, 223, 226, 226.3, 245, 246, 432, 432.5, 1198, 1198.5, and applicable Wage Orders,
7 Plaintiff seeks to represent all current and former employees that worked for Defendants during the
8 PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
9 current and former employees that worked for Defendants during the PAGA Period. Collectively,
10 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
11 three years preceding the date notice was submitted to the LWDA, continuing past the date of notice
12 to the LWDA into perpetuity.

13 **PARTIES**

14 2. Plaintiff PANNATHAT WALKER is a resident of the State of California. At all
15 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
17 management of orders, quality control, and ensuring food safety. Plaintiff is informed and believes,
18 and based thereon alleges, that Plaintiff PANNATHAT WALKER worked for Defendants from
19 approximately May of 2025 through approximately June of 2025.

20 3. Plaintiff is informed and believes and based thereon alleges that defendant BR
21 MISSION VALLEY is, and at all times relevant hereto was, a limited liability company organized
22 and existing under and by virtue of the laws of the State of California and doing business in the
23 County of San Diego, State of California. At all relevant times herein, BR MISSION VALLEY
24 employed Plaintiff and Aggrieved Employees within the State of California.

25 4. Plaintiff is informed and believes and based thereon alleges that defendant BR
26 CARMEL VALLEY is, and at all times relevant hereto was, a limited liability company organized
27 and existing under and by virtue of the laws of the State of California and doing business in the
28 County of San Diego, State of California. At all relevant times herein, BR CARMEL VALLEY

1 employed Plaintiff and Aggrieved Employees within the State of California.

2 5. Plaintiff is informed and believes and based thereon alleges that defendant BR EAST
3 VILLAGE is, and at all times relevant hereto was, a limited liability company organized and existing
4 under and by virtue of the laws of the State of California and doing business in the County of San
5 Diego, State of California. At all relevant times herein, BR EAST VILLAGE employed Plaintiff
6 and Aggrieved Employees within the State of California.

7 6. Plaintiff is informed and believes and based thereon alleges that defendant BR
8 ENCINITAS is, and at all times relevant hereto was, a limited liability company organized and
9 existing under and by virtue of the laws of the State of California and doing business in the County
10 of San Diego, State of California. At all relevant times herein, BR ENCINITAS employed Plaintiff
11 and Aggrieved Employees within the State of California.

12 7. Plaintiff is informed and believes and based thereon alleges that defendant BR
13 LIBERTY is, and at all times relevant hereto was, a corporation organized and existing under and
14 by virtue of the laws of the State of California and doing business in the County of San Diego, State
15 of California. At all relevant times herein, BR LIBERTY employed Plaintiff and Aggrieved
16 Employees within the State of California.

17 8. Plaintiff is informed and believes and based thereon alleges that defendant BR OC
18 is, and at all times relevant hereto was, a limited liability company organized and existing under and
19 by virtue of the laws of the State of California and doing business in the County of San Diego, State
20 of California. At all relevant times herein, BR OC employed Plaintiff and Aggrieved Employees
21 within the State of California.

22 9. Plaintiff is informed and believes and based thereon alleges that defendant BR
23 OCEAN BEACH is, and at all times relevant hereto was, a limited liability company organized and
24 existing under and by virtue of the laws of the State of California and doing business in the County
25 of San Diego, State of California. At all relevant times herein, BR OCEAN BEACH employed
26 Plaintiff and Aggrieved Employees within the State of California.

27 10. Plaintiff is informed and believes and based thereon alleges that defendant BR WEST
28 HOLLYWOOD is, and at all times relevant hereto was, a limited liability company organized and

1 existing under and by virtue of the laws of the State of California and doing business in the County
2 of San Diego, State of California. At all relevant times herein, California employed Plaintiff and
3 Aggrieved Employees within the State of California.

4 11. Plaintiff is informed and believes and based thereon alleges that defendant BR
5 PACIFIC BEACH is, and at all times relevant hereto was, a limited partnership organized and
6 existing under and by virtue of the laws of the State of California and doing business in the County
7 of San Diego, State of California. At all relevant times herein, BR PACIFIC BEACH employed
8 Plaintiff and Aggrieved Employees within the State of California.

9 12. Plaintiff is informed and believes and based thereon alleges that defendant
10 BREAKFAST REPUBLIC is, and at all times relevant hereto was, a corporation organized and
11 existing under and by virtue of the laws of the State of California and doing business in the County
12 of San Diego, State of California. At all relevant times herein, BREAKFAST REPUBLIC employed
13 Plaintiff and Aggrieved Employees within the State of California.

14 13. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
16 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
17 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
18 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
19 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
20 the defendants designated hereinafter as DOES when such identities become known.

21 **JOINT LIABILITY ALLEGATIONS**

22 14. Plaintiff is informed and believes, and based thereon alleges, that each defendant
23 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
25 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
26 to "Defendants," it shall include BREAKFAST REPUBLIC, BR MISSION VALLEY, BR
27 CARMEL VALLEY, BR EAST VILLAGE, BR ENCINITAS, BR LIBERTY, BR OC, BR OCEAN
28 BEACH, BR WEST HOLLYWOOD, BR PACIFIC BEACH , and any of their parent, subsidiary,

1 or affiliated companies within the State of California, as well as DOES 1 through 100 identified
2 herein.

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

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

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

19 **JURISDICTION**

20 18. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 19. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
23 sections 392, *et seq.* because, among other things, San Diego County is where the causes of action
24 complained of herein arose; the county in which the employment relationship began; the county in
25 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
26 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
27 and Defendants was actually performed; and the county in which Defendants, or some of them,
28 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved

1 Employees in San Diego County, and Defendants employ Aggrieved Employees in San Diego
2 County.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 20. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
5 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
6 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
7 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
8 other Aggrieved Employees of Defendants during the PAGA Period.

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

13 22. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
14 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
15 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
16 PAGA Period.

17 23. Pursuant to Labor Code section 2699.3, on or around October 9, 2025, Plaintiff
18 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
19 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

20 24. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
21 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
22 calendar days of the PAGA Notice.

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

28 26. In the event that Defendants, or either of them, is/are determined to have satisfied

1 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
2 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
3 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

13 29. In the event, the LWDA and/or a court issued a finding or determination to the
14 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
15 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
16 any of them, would be subject to heightened penalties pursuant to Labor Code sections
17 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
18 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
19 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
20 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
21 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
22 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

23 **FACTUAL ALLEGATIONS**

24 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
25 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
26 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
27 Employees were not receiving all wages owed for work that was required to be performed.

1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
3 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
4 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
5 wages.

6 32. Upon information and belief, Defendants failed to accurately track and/or pay for all
7 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
8 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
9 including, without limitation, by requiring Plaintiff and Aggrieved Employees to clock out for meal
10 periods and continue working and to respond to work related calls after hours.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
13 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
14 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
15 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
16 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
17 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
18 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
19 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
22 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
23 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
24 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
25 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
26 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods;
27 providing short meal periods, including, without limitation, meal periods that were recorded for less
28 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer

1 but in practice were shorter than thirty minutes; requiring that employees carry cellular telephones
2 or walkie-talkies during meal periods; and otherwise requiring on-duty/on-call meal periods.
3 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
4 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
5 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
6 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
7 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
8 informed and believes that those premium payments under Labor Code section 226.7 were not made
9 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
10 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
11 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
12 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
14 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
15 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
19 including, without limitation, work over four-hour periods (or major fractions thereof) without
20 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
21 and complete ten-minute rest periods in which the employees are completely relieved of all of their
22 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
23 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
24 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
25 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
26 than ten uninterrupted minutes; interrupting rest periods; requiring Aggrieved Employees carry
27 cellular telephones or walkie-talkies during rest periods; and otherwise requiring on-duty/on-call
28 rest periods. Plaintiff and other Aggrieved Employees personally suffered these violations.

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

14 36. As a result of, among other things, Defendants' herein-described policy or practice
15 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
16 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
17 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
19 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
20 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
21 inclusive dates of the period for which the employee is paid; the name of the employee and only the
22 last four digits of their social security number or an employee identification number other than a
23 social security number; all deductions; all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
25 address of the employer, and other such information as required by Labor Code section 226,
26 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
27 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
28 Employees and the rates of pay at which they were or should have been paid, thus resulting in a

1 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
2 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
3 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
4 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
5 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
6 informed and believes that those penalties under Labor Code section 226 were not paid for these
7 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
8 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
9 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
10 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
16 failing to pay all overtime wages owed; all minimum wages; all premium pay owed; and all paid
17 sick leave, as set forth above, among other things. Consequently, Plaintiff is informed and believes,
18 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
19 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
20 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
21 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
22 and believes that those penalties under Labor Code section 203 were not made for these violations
23 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
24 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 38. 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 use of personal
4 cellular phone for work purposes in direct consequence of the discharge of their duties, or of their
5 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
6 and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees
7 have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other
8 Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus
9 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
10 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
11 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
12 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
13 Code section 2699(f)(2)(B)(ii).

14 39. 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
16 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
17 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
18 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
19 any 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 all wages owed every day and every workweek in accordance with
22 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
23 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
24 have personally suffered these violations. As such, Defendants would be liable for civil penalties
25 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
26 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
27 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
28

1 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
2 section 2699(f)(2)(B)(ii).

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

23 41. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
25 statements and similar payroll documents under Labor Code section 226, documents signed to
26 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
27 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
28 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff

1 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
2 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
3 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
4 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 42. Plaintiff is further informed and believes, and based thereon alleges that Defendants
9 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
10 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
11 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
12 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
13 payday designated by Defendants; the name of the employer, including any "doing business as"
14 names used by the employer; the physical address of the employer's main office and the telephone
15 number of the employer; the name, address and telephone number of the workers' compensation
16 insurance carrier; information regarding paid sick leave; and other pertinent information required to
17 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
18 Defendants' failure to provide such information, including rates of pay that are in effect, has
19 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
20 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
21 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
22 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
23 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
24 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
25 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
26 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
27 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 43. 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 further informed and
18 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
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 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
22 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
23 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
24 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
25 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements
26 (such as PAGA waivers that compels Employees to waive their right to bring representative PAGA
27 claims in court), purported confidentiality agreements, purported severance agreements, or
28 purported release agreements, and other written documents presented for signature and/or assent to

1 Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff and
2 Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and
3 Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that
4 Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and
5 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally
6 suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5
7 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
8 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
10 would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
11 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

17 **FIRST AND ONLY CAUSE OF ACTION**

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

19 46. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
20 preceding paragraphs as though fully set forth hereat.

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

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

27 48. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
3 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
4 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
5 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 49. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
8 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
9 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
11 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
12 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
13 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
14 violation in connection with each payment that was made in violation of Labor Code section 204.

15 Civil Penalties Under Labor Code § 226.3

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

21 51. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law.”

23 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
25 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
26 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
27 address of each employer with whom they have been placed to work; all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each hourly rate; the

1 legal name of the employer; and other such information as required by Labor Code section 226,
2 subdivision (a).

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

8 Violation of Labor Code § 558

9 54. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
10 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
11 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
12 penalty as follows:

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

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

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

20 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
22 regulating wages, hours and days of work described herein, including but not limited to Labor Code
23 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

Violation of Labor Code § 1174.5

57. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

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

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

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

61. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 62. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

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

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

28 ///

1 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
3 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
4 Aggrieved Employees at the proper rates of pay, as described above.

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

11 Civil Penalties Under Labor Code § 2699

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

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

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

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

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28 ///

1 **PRAYER**

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

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated April 23, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Sarah H. Cohen

15 SARAH H. COHEN

16 Attorney for Plaintiff PANNATHAT
17 WALKER and on behalf of all other
18 Aggrieved Employees
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