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13 and on behalf of all others similarly situated

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: M. Guzman, DEPUTY

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 LUIS SANTIAGO MENDEZ, individually, and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 LIBRA RESTAURANT INC., a California
21 corporation; THOUSAND FOOD INC., a
22 California corporation; and GREENBELL
23 BUFFET INC., a California corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No.: CIVRS2508729

*Assigned for all purposes to:
Hon. Gilbert G. Ochoa, Dept. R17*

FIRST AMENDED COMPLAINT:

1. Failure to Provide Meal Periods;
2. Failure to Permit Rest Periods;
3. Improper Deductions from Wages;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay All Wages Due During Employment and Upon Separation of Employment;
6. Unfair and Unlawful Business Practices; and
7. Enforcement of the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1 Plaintiff Luis Santiago Mendez (“Plaintiff”), individually and on behalf of all others
2 similarly situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class and representative action against defendants Libra
5 Restaurant Inc., Thousand Food Inc., Greenbell Buffet Inc., and DOES 1 through 50, inclusive
6 (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of a class of individuals who
7 are and were employed by Defendants as non-exempt or hourly-paid employees throughout
8 California.

9 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations
10 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
11 which contribute to Defendants’ deliberate unfair competition.

12 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 (a) failing to provide meal periods or pay meal period premiums;
- 15 (b) failing to authorize or permit rest periods or pay rest period premiums;
- 16 (c) making improper deductions from earned wages;
- 17 (d) failing to provide accurate itemized wage statements; and
- 18 (e) failing to pay all wages due during employment and upon separation of
19 employment.

20 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
21 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,
22 benefits, interest, attorneys’ fees, costs and expenses, and civil penalties pursuant to Labor Code
23 §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 512, 558, 1174, 1174.5, 2698, *et seq.*, and Code of
24 California Civil Procedure § 1021.5.

25 JURISDICTION AND VENUE

26 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

27 6. The monetary damages, restitution, penalties, and other legal and equitable relief
28 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established

1 according to proof at trial.

2 7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
3 California Constitution, which grants the superior court “original jurisdiction in all other causes”
4 except those given by statute to other courts. The statutes under which this action is brought do not
5 specify any other basis for jurisdiction.

6 8. This Court has jurisdiction over all Defendants because, upon information and
7 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
8 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
9 of jurisdiction over them by the California courts consistent with traditional notions of fair play
10 and substantial justice.

11 9. Venue is proper in this court because Defendants maintain offices, have agents,
12 employ individuals, and/or transact business in this county.

13 **THE PARTIES**

14 10. Plaintiff is a California citizen and was employed by Defendants in Montclair,
15 California as a non-exempt kitchen prep from approximately October 2023 to approximately
16 March 2025.

17 11. Defendants were and are subject to the Labor Code and IWC Wage Orders as
18 employers whose employees were and are engaged to work throughout this county and the State
19 of California.

20 12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
21 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
22 fictitiously named Defendants once their names and capacities become known.

23 13. Plaintiff is informed and believes and thereon alleges that each and all of the acts
24 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
25 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
26 other co-Defendants and within the course and scope of such agency, employment, joint venture,
27 or concerted activity with legal authority to act on the others’ behalf.

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1 14. Plaintiff is informed and believes and thereon alleges that during the relevant time
2 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class
3 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
4 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working
5 conditions, working hours, and conditions of employment of Plaintiff and the other members of
6 the class so as to make each Defendant an employer liable under the statutory provision set forth
7 herein.

8 15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
9 the authority to hire and terminate Plaintiff and the other members of the class, to set work rules
10 and conditions governing Plaintiff and the other members of the class's employment, and to
11 supervise their daily employment activities.

12 16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
13 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of
14 the class's employment for them to be joint employers of Plaintiff and the other members of the
15 class.

16 **CLASS ACTION ALLEGATIONS**

17 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
18 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
19 Business and Professions Code, and IWC Wage Order Violations.

20 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized by California law.

22 19. Plaintiff's proposed class consists of and is defined as follows:

23 All individuals currently or formerly employed by Defendants as
24 non-exempt or hourly-paid employees in the State of California at
25 any time between four years prior to the filing of this action and the
26 date of class certification ("Class").

26 20. Members of the Class described above will be collectively referred to as "Class
27 Members."

28 21. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or

1 modify or re-define any class definition as appropriate based on investigation, discovery, and
2 specific theories of liability.

3 22. There are common questions of law and fact as to the Class Members that
4 predominate over any questions affecting only individual members including, but not limited to
5 the following:

- 6 (a) Whether Defendants failed to provide Plaintiff and Class Members with 30-
7 minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- 8 (b) Whether Defendants failed to pay meal period premiums at the regular rate
9 of pay when Plaintiff and Class Members were not provided with timely, 30-
10 minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- 11 (c) Whether Defendants failed to permit Plaintiff and Class Members to take
12 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or
13 major fraction thereof;
- 14 (d) Whether Defendants failed to pay rest period premiums at the regular rate of
15 pay when Plaintiff and Class Members were not permitted to take 10-minute,
16 uninterrupted, duty-free rest periods for every 4 hours worked or major
17 fraction thereof;
- 18 (e) Whether Defendants made improper deductions from Plaintiff's and Class
19 Members wages;
- 20 (f) Whether Defendants failed to provide Plaintiff and Class Members accurate
21 itemized wage statements;
- 22 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
23 Members during employment;
- 24 (h) Whether Defendants failed to pay Plaintiff and Class Members all wages
25 timely upon termination of employment;
- 26 (i) Whether Defendants' conduct was willful, reckless, intentional, and/or
27 knowing; and
- 28 (j) Whether Defendants engaged in unfair business practices in violation of

Business and Professions Code § 17200, et seq.

23. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

- (a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 50 individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class Members, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.
- (c) Adequacy: Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.
- (d) Superiority: The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid

1 inconsistent outcomes because the same issues can be adjudicated in the
2 same manner for the entire Class at the same time. If appropriate, this Court
3 can, and is empowered to, fashion methods to efficiently manage this case
4 as a class action.

5 **GENERAL ALLEGATIONS**

6 24. During the relevant time period, Defendants employed Plaintiff and Class Members
7 as non-exempt or hourly-paid employees throughout California at Defendants' California business
8 location(s).

9 25. During the relevant time period, Defendants knew that Plaintiff and Class Members
10 were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked
11 or payment of meal period premiums at their regular rate of pay in lieu thereof. However,
12 Defendants failed to provide Plaintiff and Class Members with 30-minute, uninterrupted, duty-free
13 meal periods for every 5 hours worked and failed to pay meal period premiums at their regular rate
14 of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

15 26. During the relevant time period, Defendants knew that Plaintiff and Class Members
16 were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major
17 fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof.
18 However, Defendants failed to permit Plaintiff and Class Members to take 10-minute,
19 uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed
20 to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the Labor
21 Code and applicable IWC Wage Order.

22 27. During the relevant time period, Defendants knew that Plaintiff and Class Member
23 were entitled to all earned wages without unlawful deductions. However, Defendants unlawfully
24 deducted wages from Plaintiff's and Class Members paychecks for the cost of meals. Such
25 deductions were not expressly authorized in writing by Plaintiff and Class Members which is also
26 in violation of the Labor Code. *California State Employees' Assn. v. State of California*, 198
27 Cal.App.3d 374 (1988).

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1 28. During the relevant time period, Defendants knew that Plaintiff and Class Members
2 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,
3 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period
4 and the corresponding number of hours worked at each hourly rate. However, due to Defendants’
5 failure to provide meal and rest periods or meal and rest period premiums in lieu thereof,
6 Defendants failed to provide accurate itemized wage statements in violation of the Labor Code.

7 29. During the relevant time period, Defendants knew that Plaintiff and Class Members
8 were entitled to timely payment of wages due during employment and upon separation of
9 employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment
10 of all wages within the required time periods.

11 30. During the relevant time period, Defendants knew they had a duty to compensate
12 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation
13 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants’
14 profits.

15 31. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
16 against Defendants on Plaintiff’s own behalf and on behalf of all Class Members to recover, among
17 other things, unpaid meal period premium payments, unpaid rest period premium payments,
18 unlawfully deducted wages, interest, attorneys’ fees, penalties, costs, and expenses.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 (Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

22 32. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though forth herein.

24 33. Labor Code § 226.7 prohibits employers from requiring an employee to work during
25 any meal period mandated by the IWC Wage Orders.

26 34. Section 11 of the applicable IWC Wage Order provides, “[n]o employer shall
27 employ any person for a work period of more than five (5) hours without a meal period of not less
28 than 30 minutes, except that when a work period of not more than six (6) hours will complete the

1 day's work the meal period may be waived by mutual consent of the employer and the employee."

2 35. Labor Code § 512(a) provides that an employer may not require, cause, or permit
3 an employee to work for a period of more than 5 hours per day without providing the employee
4 with an uninterrupted meal period of not less than 30 minutes, except that if the total work period
5 per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent
6 of both the employer and the employee.

7 36. Labor Code § 512(a) also provides that an employer may not employ an employee
8 for a work period of more 10 hours per day without providing the employee with a second meal
9 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,
10 the second meal period may be waived by mutual consent of the employer and the employee only
11 if the first meal period was not waived.

12 37. During the relevant time period, Plaintiff and Class Members did not receive
13 compliant meal periods for every 5 hours worked because their meal periods were missed, late,
14 short, interrupted, and/or they were not permitted to take a second meal period.

15 38. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
16 an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for
17 each workday that a compliant meal period is not provided.

18 39. During the relevant time period, Defendants failed to pay Plaintiff and Class
19 Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code
20 § 226.7(b) and section 11 of the applicable IWC Wage Order.

21 40. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
22 hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members
23 suffered and continue to suffer a loss of wages and compensation.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PERMIT REST PERIODS**

26 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

27 41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 42. Labor Code § 226.7(a) provides that no employer shall require an employee to work
2 during any rest period mandated by the IWC Wage Orders.

3 43. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
4 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
5 middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total
6 hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]”
7 unless the total time worked is less than 3 ½ hours.

8 44. During the relevant time period, Plaintiff and Class Members did not receive a 10-
9 minute rest period for every 4 hours or major fraction thereof worked because they were required
10 to work through their rest periods and/or were not authorized to take their rest periods.

11 45. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
12 an employer to pay an employee an additional hour of pay at the employee's regular rate of
13 compensation for each day that a compliant rest period is not provided.

14 46. During the relevant time period, Defendants failed to pay Plaintiff and Class
15 Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor
16 Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

17 47. As a result of Defendants’ failure to pay Plaintiff and Class Members an additional
18 hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members
19 suffered and continue to suffer a loss of wages and compensation.

20 **THIRD CAUSE OF ACTION**
21 **IMPROPER DEDUCTIONS FROM WAGES**

22 (Violation of Labor Code § 221)

23 48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 49. Labor Code § 221 prohibits employers from collecting or receiving any part of
26 wages paid to employees. Labor Code § 224 only permits deductions from wages when required
27 or permitted to do so by state or federal law, when a deduction is expressly authorized in writing
28 by an employee to cover insurance premiums, benefit plan contributions, or other deductions not

1 amounting to a rebate on an employee's wages, or when a deduction to cover health, welfare, or
2 pension contributions is expressly authorized by a wage or collective bargaining agreement.

3 50. During the relevant time period, Defendants unlawfully deducted wages from
4 Plaintiff's and Class Members paychecks for the cost of meals without obtaining a written
5 agreement from Plaintiff and Class Members authorizing these deductions in violation of the Labor
6 Code.

7 51. As a result of Defendants' improper deductions from Plaintiff's and Class Members'
8 wages, Plaintiffs and Class Members are entitled to recover the unpaid balance of their wages,
9 including minimum, regular, and overtime compensation, as well as interest, costs, and attorneys'
10 fees.

11 52. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are also entitled to
12 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
13 thereon.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 (Violation of Labor Code § 226)

17 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 54. Labor Code § 226(a) requires Defendants to provide each employee with an accurate
20 wage statement in writing showing nine pieces of information, including, the following: (1) gross
21 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
22 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
23 provided that all deductions made on written orders of the employee may be aggregated and shown
24 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
25 paid, (7) the name of the employee and the last four digits of his or her social security number or
26 an employee identification number other than a social security number, (8) the name and address
27 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
28 period and the corresponding number of hours worked at each hourly rate by the employee.

1 55. During the relevant time period, Defendants have knowingly and intentionally failed
2 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class
3 Members. The deficiencies include, among other things, the failure to correctly state the gross and
4 net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
5 worked at each hourly rate by Plaintiff and Class Members.

6 56. As a result of Defendants' knowing and intentional failure to comply with Labor
7 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutory
8 rights. Plaintiff and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e)
9 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff and Class
10 Members were denied both their legal right to receive, and their protected interest in receiving,
11 accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants
12 failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiff and
13 Class Members from determining if all hours worked were paid at the appropriate rate and the
14 extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
15 would not have had to engage in these efforts and incur these costs had Defendants provided the
16 accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to
17 demand and recover underpayment of wages from Defendants.

18 57. Plaintiff and Class Members are entitled to recover from Defendants the greater of
19 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00
20 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation
21 in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys'
22 fees and costs.

23 58. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
24 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
25 in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
26 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
27 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
28 proof at trial.

FIFTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON
SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, & 210)

59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

60. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

61. Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not for more than 30 days.

62. Labor Code § 204 provides that employees must be paid within a certain number of days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully withheld for each subsequent violation or any willful or intentional violation.

63. During the relevant time period, Defendants failed to timely pay Plaintiff and Class Members wages earned during the pay period within the required time limits.

64. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members their earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay Plaintiff and Class Members all their earned wages within the required time limits during employment and at the time of discharge or within seventy-two (72)

1 hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

2 **66.** Plaintiff and other Class Members are entitled to recover from Defendants the
3 statutory penalties set forth in Labor Code §§ 203 and 210.

4 **SIXTH CAUSE OF ACTION**

5 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

6 (Violation of Business and Professions Code §§ 17200, *et seq.*)

7 **67.** Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 **68.** California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair
10 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

11 **69.** A violation of California Business and Professions Code §§ 17200, *et seq.* may be
12 predicated on a violation of any state or federal law. Defendants' policies and practices violated
13 California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-
14 fact.

15 **70.** Defendants' policies and practices violated state law in at least the following
16 respects:

17 (a) Failing to provide compliant meal periods without paying Plaintiff and Class
18 Members meal period premiums for each day that lawful meal periods were
19 not provided in violation of Labor Code §§ 226.7 and 512;

20 (b) Failing to authorize and permit compliant rest breaks without paying
21 Plaintiff and Class Members rest period premiums for each day that lawful
22 rest periods were not authorized or permitted in violation of Labor Code §
23 226.7; and

24 (c) Making unlawful deductions from wages in violation of Labor Code § 221.

25 **71.** As alleged herein, Defendant engaged in unlawful conduct in violation of the
26 California Labor Code and IWC Wage Orders, such as failing to pay minimum, regular, and
27 overtime wages, failing to provide meal periods and rest periods or meal and rest period premiums
28 in lieu thereof, all in order to decrease their costs of doing business and increase their profits.

72. Plaintiff is informed and believes and thereon alleges that during the relevant time period, Defendants were knowledgeable concerning the wage and hour laws of California.

73. During the relevant time period, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies owed, thereby creating an artificially lower cost of doing business in order to undercut Defendants' competitors and gain a greater foothold in the marketplace.

74. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

75. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

76. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

ENFORCEMENT OF PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Violation of Labor Code §§ 2698, *et seq.*)

77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

78. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant

1 to the procedures specified in Section 2699.3.

2 79. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved
3 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency
4 for enforcement of labor laws, including the administration of this part, and for education of
5 employers and employees about their rights and responsibilities under this code, to be continuously
6 appropriated to supplement and not supplant the funding to the agency for those purposes; and
7 35% to the aggrieved employees.

8 80. Plaintiff and all other non-exempt employees currently or formerly employed by
9 Defendants in California at any time from October 10, 2024 to the present are “aggrieved
10 employees” as defined in Labor Code § 2699(c).

11 81. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
12 including the following:

- 13 (a) Failing to provide compliant meal periods without paying Plaintiff and other
14 aggrieved employees meal period premiums for each day that lawful meal
15 periods were not provided in violation of Labor Code §§ 226.7 and 512;
- 16 (b) Failing to authorize and permit compliant rest breaks without paying
17 Plaintiff and other aggrieved employees rest period premiums for each day
18 that lawful rest periods were not authorized or permitted in violation of
19 Labor Code § 226.7;
- 20 (c) Making unlawful deductions in violation of Labor Code § 221;
- 21 (d) Failing to provide accurate itemized wage statements in violation of Labor
22 Code § 226;
- 23 (e) Failing to timely pay all wages due during Plaintiff’s and other aggrieved
24 employees’ employment and at the end of their employment in violation of
25 Labor Code §§ 201, 202, 203, 204, and 210; and
- 26 (f) Failing to maintain accurate and complete records showing the hours worked
27 each day by Plaintiff and other Aggrieved Employees in violation of Labor
28 Code §§ 1174 and 1174.5.

82. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to his Private Attorneys General Act of 2004 (“PAGA”) notice.

83. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff’s own behalf and on behalf of all other aggrieved employees under PAGA.

84. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 226, 1174.5, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

85. Plaintiff is entitled to recover attorneys’ fees pursuant to Labor Code §§ 210, 218.5, and 2699(g)(1).

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;
2. For appointment of Plaintiff as class representative;
3. For appointment of Abramson Labor Group as class counsel;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For civil penalties pursuant to PAGA;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§17200, *et seq.*;
10. For restitution as provided by Business and professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee

1 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent
2 and, thereof, constituting unfair competition under Business and Professions Code §§17200, *et*
3 *seq.*;

4 12. For pre-judgment interest;

5 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
6 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,
7 226(e), 2699(g)(1) ; and

8 14. For such other relief as the Court deems just and proper.
9

10 Dated: December 15, 2025

ABRAMSON LABOR GROUP

11
12 By: 

13 Fawn F. Bekam
14 Jacquelyn Silva
15 Desiree Ruiz Alfaro
16 Attorneys for Plaintiff Luis Santiago Mendez
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PROOF OF SERVICE

Mendez v. Libra Restaurant Inc.; et al.
CIVRS2508729

I, Delaney Graves, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1700 W Burbank Blvd Burbank, California 91506. My electronic service address is delaney@abramsonlabor.com.

On December 15, 2025, I served the following:

• **FIRST AMENDED COMPLAINT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

William L. Niu

LAW OFFICES OF WILLIAM L. NIU

18725 E. Gale Ave., Suite 228

City of Industry, CA 91748

Telephone: (626) 810-1168

will@niulaw.com

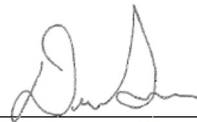
Attorneys for Defendant

GREENBELL BUFFET INC.

(X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 15, 2025 at Burbank, California.



Delaney Graves