

Case Management Conference
2026-07-31 8:30AM in 10C

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10 ERNESTO NAVARRO

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN JOAQUIN**

13 ERNESTO NAVARRO, individually, and on
14 behalf of the State of California as a private
15 attorney general,

16 Plaintiff,

17 v.

18 GURU FOODS INC. dba DENNYS, a
19 California Corporation, and DOES 1-20,

20 Defendants.

Case No. STK-CV-UWT-2026-0000801

COMPLAINT

Jury Trial Demanded

21 COMES NOW Plaintiff ERNESTO NAVARRO (“Plaintiff”) and for Plaintiff’s causes of
22 action against Defendant GURU FOODS INC. dba DENNYS (“Defendant”), and DOES 1-20
23 (collectively, “Defendants,”), allege as follows:

24 **I. SUBJECT MATTER JURISDICTION**

25 1. Plaintiff has timely exhausted Plaintiff’s administrative remedies and/or was
26 excused from exhausting administrative remedies with respect to the named defendant(s). On or
27 before the filing of this Complaint, Plaintiff filed a timely administrative complaint with the
28 California Civil Rights Department (“CRD”), Plaintiff has received a Notice of Right to Sue from
the CRD for the facts described herein. Attached hereto as Exhibit 1 is a true and correct copy of
the Right to Sue notice.

1 2. This action is brought on behalf of Plaintiff, the LWDA, and the State of California,
2 on a representative basis pursuant to the Private Attorneys General Act of 2004, Labor Code
3 section 2698 et seq. (“PAGA”). The “Aggrieved Employees” are defined as all similarly situated,
4 non-exempt, current and/or former employees of Defendant who were employed by Defendant in
5 the State of California during the PAGA Period. The PAGA Period is defined as one (1) year from
6 the submission of Plaintiff’s initial PAGA Notice Letter to the LWDA through the present date
7 and on-going. The PAGA Notice Letter was submitted to Defendant and the LWDA on November
8 26, 2025. A true and correct copy of the initial PAGA Notice Letter is attached hereto as “Exhibit
9 2”. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks PAGA Penalties
10 against Defendant for Defendant’s violations of the Labor Code during the PAGA Period, as
11 alleged herein.

12 3. This Court has subject matter jurisdiction over the causes of action alleged in this
13 complaint pursuant to Cal Const, Art. VI § 10, as this is a civil action within the original jurisdiction
14 of the California Superior Court, and the amount in controversy exceeds any applicable
15 jurisdictional minimum.

16 **II. PERSONAL JURISDICTION AND VENUE**

17 4. Plaintiff ERNESTO NAVARRO is, and at all relevant times was, an individual
18 residing in the State of California. Plaintiff was employed by Defendant as a non-exempt, hourly
19 Manager in Manteca and Lathrop, California, from approximately May 26, 2025, until on or about
20 August 20, 2025. Plaintiff is an aggrieved employee because he was subjected to Defendant’s
21 unlawful wage and hour policies and was ultimately wrongfully terminated. Plaintiff earned
22 approximately \$20.00 to \$23.00 per hour. At all relevant times herein, Plaintiff was employed by
23 Defendant in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled
24 to compensation for all hours worked, including minimum, regular, and overtime wages, and meal
25 and rest period premiums. Plaintiff worked overtime and earned overtime wages; however,
26 Defendant did not pay all his wages correctly.

27 5. Defendant GURU FOODS INC. dba DENNYS (“Defendant”) is, and at all relevant
28 times was, a corporation formed under the laws of California with a principal place of business in

1 California.

2 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
3 Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore
4 sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges
5 that each of the Defendants designated herein as a DOE is legally responsible in some manner for
6 the events and happenings herein referred to and proximately caused the damages and injuries to
7 Plaintiff as herein alleged.

8 7. This Court is the proper venue for this case pursuant to Cal Code Civ Proc § 395,
9 as the work was performed in San Joaquin County at Defendants' locations in Manteca and
10 Lathrop, California, and Defendants' liability arises in San Joaquin County. Venue is also proper
11 pursuant to Cal Code Civ Proc § 395.5, as the employment contract was performed in San
12 Joaquin County and the obligations and liabilities arose in San Joaquin County.

13 8. Plaintiff is informed and believes and thereon alleges that at all times herein
14 mentioned, the Defendants, and each of them, were the agents, servants, employees, partners, joint
15 venturers, and/or co-conspirators of their co-Defendants, and in doing the things hereinafter alleged,
16 were acting within the course, scope, and authority of such agency, employment, partnership, joint
17 venture, and/or conspiracy, and that each Defendant has ratified and approved the acts of the
18 remaining Defendants.

19 9. On information and belief, the decisionmakers who discriminated against, retaliated
20 against, and terminated Plaintiff, are managing agents of because on information and belief
21 DEFENDANTS allowed them to exercise largely unfettered discretion to participate in, authorize and
22 ratify, and to determine whether and how to investigate and discipline evidence of, discrimination,
23 retaliation and harassment and other legal compliance, including but not limited to labor laws, and
24 their industry's regulations. DEFENDANTS allowed them to exercise largely unfettered discretion to
25 determine whether and how to enforce legal requirements. These individuals had the discretion to
26 make highly influential hiring and firing recommendations, and manage, supervise, evaluate and
27 discipline other managers, and enter into binding agreements on behalf of DEFENDANTS. They
28

1 participated in, authorized and/or ratified the discriminatory, retaliatory and unlawful adverse
2 employment actions against Plaintiff and others.

3 **III. GENERAL ALLEGATIONS**

4 10. Plaintiff was hired by Defendants on or about May 26, 2025, to work as a Manager
5 and held this position until August 20, 2025.

6 11. Despite the job title, Plaintiff was classified as an hourly, non-exempt employee
7 earning approximately \$20.00 to \$23.00 per hour.

8 12. Plaintiff performed work for Defendants starting on May 26, 2025.

9 13. Defendants failed to accurately process Plaintiff's payroll for the period of May 26,
10 2025, through June 15, 2025.

11 14. Plaintiff's time records show approximately 66 hours of work performed during the
12 period of May 26, 2025, through June 15, 2025.

13 15. Payroll records show zero year-to-date earnings prior to June 16, 2025.

14 16. During his employment Plaintiff worked in excess of eight hours in a workday
15 and/or forty hours in a workweek.

16 17. On multiple occasions Defendants failed to pay Plaintiff at the proper overtime rate
17 for hours worked in excess of eight hours in a workday and/or forty hours in a workweek.

18 18. Throughout Plaintiff's employment, Plaintiff was frequently required to work shifts
19 in excess of five hours, often lasting six to seven hours.

20 19. On multiple occasions Defendants failed to provide Plaintiff with thirty-minute
21 duty-free meal periods during these shifts.

22 20. Defendants' time records explicitly show Plaintiff clocking out for lunch after the
23 fifth hour of work or not clocking out for lunch at all. However, Defendants failed to pay Plaintiff
24 the one-hour premium required for missed or late meal periods.

25 21. Due to high work demands and understaffing, Plaintiff was frequently precluded
26 from taking ten-minute rest breaks for every four hours worked.

27 22. Defendants failed to pay Plaintiff the one-hour premium required for missed rest
28 periods.

1 23. Defendants required Plaintiff to use his personal vehicle for company business,
2 including making bank deposits and transporting inventory between store locations in Lathrop,
3 Manteca, Stockton, and Westley.

4 24. Defendants failed to reimburse Plaintiff for mileage.

5 25. Plaintiff was forced to purchase his own office equipment, including a chair and
6 fan, due to Defendants' failure to accommodate him.

7 26. Defendants failed to reimburse Plaintiff for the office equipment purchases.

8 27. Defendants failed to furnish Plaintiff with accurate itemized wage statements.

9 28. The wage statements failed to list the total hours worked, omitting the first three
10 weeks of employment. The wage statements failed to list the correct gross wages earned. The
11 wage statements failed to list the applicable hourly rates and hours for missed meal and rest
12 periods.

13 29. Defendants' failure to provide accurate wage statements was knowing and
14 intentional.

15 30. During his employment, Plaintiff observed that Defendants maintained a policy that
16 Plaintiff reasonably believed was unlawful requiring servers to clock out for a 30-minute lunch
17 break immediately upon arriving for their shift, rather than taking a break during the shift as
18 required by law.

19 31. Plaintiff attempted to correct this policy to comply with California labor laws. This
20 correction caused disruption among staff accustomed to the illegal practice. When Plaintiff
21 reported the issue to his Area Manager, Jaseng Thao, and sought support to enforce the law, Mr.
22 Thao instructed Plaintiff to revert to the illegal practice, stating, "If it's not broken, why fix it?"

23 32. Additionally, Plaintiff complained to management regarding their refusal to
24 reimburse him for business mileage (Labor Code § 2802), specifically for driving his personal
25 vehicle to other cities to pick up inventory due to Defendants' restrictive ordering policies.
26 Defendants told Plaintiff the costs were his responsibility.

27 33. Plaintiff suffers from a physical disability/medical condition involving his back
28 (sciatica). Due to the lack of air conditioning in the office (which reached temperatures of

1 approximately 80 degrees) and inadequate seating, Plaintiff requested permission to use a personal
2 fan and an ergonomic chair/cushion to accommodate his condition. Plaintiff provided doctor's
3 notes substantiating the medical necessity of these accommodations.

4 34. Defendant's owner reacted with hostility toward these requests. The Owner
5 criticized Plaintiff, stating that the presence of the fan and comfortable chair created "too much of
6 a leisurely environment" and implied that Plaintiff was lazy or avoiding work because of his need
7 for these accommodations.

8 35. On August 20, 2025, less than one month after Plaintiff engaged in the protected
9 activities of requesting medical accommodations and objecting to unlawful employment practices,
10 Defendants terminated Plaintiff's employment.

11 36. Defendants cited pretextual reasons for the termination, including "lack of basic
12 management knowledge" and "mishandling of money" (referencing a deposit slip that was
13 misplaced but could be substantiated using bank records). These reasons were false and used to
14 mask the true retaliatory and discriminatory motives for the termination.

15 37. Plaintiff's employment was terminated for pretextual reasons on August 20, 2025.

16 38. Upon termination, Defendants failed to pay Plaintiff all wages owed for the period
17 of May 26, 2025, through June 15, 2025; Defendants failed to pay Plaintiff the accrued meal
18 period and rest period premiums; and Defendants failed to pay Plaintiff the expense
19 reimbursements owed.

20 **IV. CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **Failure to Pay Minimum Wages**

23 **(Violation of Labor Code §§ 1194, 1197, 1197.1)**

24 **Against all Defendants**

25 39. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

26 40. During the period of May 26, 2025, through June 15, 2025, Plaintiff performed
27 valuable services for Defendants.

28 41. Defendants failed to pay Plaintiff at least the minimum wage for all hours worked

1 during this period.

2 42. As a result, Plaintiff is entitled to recover unpaid minimum wages, liquidated
3 damages, interest, and reasonable attorneys' fees and costs.

4 **SECOND CAUSE OF ACTION**

5 **Failure to Pay Overtime Wages**

6 **(Violation of Labor Code §§ 510, 1194, 1198)**

7 **Against all Defendants**

8 43. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

9 44. During his employment Plaintiff worked in excess of eight hours in a day and/or
10 forty hours in a week.

11 45. Defendants failed to pay Plaintiff overtime wages for these hours.

12 46. Plaintiff seeks to recover unpaid overtime compensation, interest, and reasonable
13 attorneys' fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Provide Meal Periods**

16 **(Violation of Labor Code §§ 226.7, 512)**

17 **Against all Defendants**

18 47. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

19 48. Defendants regularly failed to provide Plaintiff with timely, uninterrupted thirty-
20 minute meal periods.

21 49. Defendants failed to pay Plaintiff one additional hour of pay at his regular rate of
22 compensation for each workday that a meal period was not provided or was provided late, as
23 required by Labor Code § 226.7.

24 50. Plaintiff seeks to recover these unpaid meal period premiums, interest, and
25 reasonable attorneys' fees and costs.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Authorize and Permit Rest Periods**

3 **(Violation of Labor Code § 226.7)**

4 **Against all Defendants**

5 51. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

6 52. Defendants failed to authorize and permit Plaintiff to take ten-minute net rest
7 periods for every four hours worked.

8 53. Defendants failed to pay Plaintiff one additional hour of pay at his regular rate of
9 compensation for each workday that a rest period was not provided.

10 54. Plaintiff seeks to recover these unpaid rest period premiums, interest, and
11 reasonable attorneys' fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Reimburse Necessary Business Expenses**

14 **(Violation of Labor Code § 2802)**

15 **Against all Defendants**

16 55. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

17 56. Plaintiff incurred necessary expenditures in direct consequence of the discharge of
18 his duties, including mileage for use of his personal vehicle and the purchase of office equipment.

19 57. Defendants knew or had reason to know Plaintiff incurred these expenses and
20 failed to reimburse him.

21 58. Plaintiff seeks reimbursement for these expenses, plus interest and reasonable
22 attorneys' fees and costs.

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **(Violation of Labor Code § 226)**

26 **Against all Defendants**

27 59. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

28 60. Defendants failed to furnish Plaintiff with accurate itemized wage statements.

Specifically, the statements failed to list: (a) the total hours worked (omitting the first three weeks of employment); (b) the correct gross wages earned; and (c) the applicable hourly rates and hours for missed meal and rest periods.

61. Defendants' failure was knowing and intentional.

62. Plaintiff seeks to recover the statutory penalties provided under Labor Code § 226(e), plus reasonable attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

Waiting Time Penalties

(Violation of Labor Code §§ 201, 202, 203)

Against all Defendants

63. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

64. Plaintiff's employment was terminated on August 20, 2025.

65. At the time of separation, Defendants willfully failed to pay Plaintiff all wages due, including but not limited to the wages for the initial three weeks of employment and the accrued, overtime, and premiums for meal and rest break violations.

66. As a result, Plaintiff is entitled to waiting time penalties equivalent to his daily rate of pay for each day the wages remained unpaid, up to a maximum of thirty (30) days, plus reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

Unfair Competition

(Violation of Business & Professions Code § 17200, et seq.)

Against all Defendants

67. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

68. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices. By failing to pay wages, premiums, and reimbursements, Defendants gained an unfair competitive advantage over law-abiding employers.

69. Plaintiff has lost money and property as a result of these practices and seeks restitution of all unpaid wages and expenses alleged herein.

1 **NINTH CAUSE OF ACTION**

2 **Disability Discrimination**

3 **(Violation of Govt. Code § 12940(a))**

4 **Against all Defendants**

5 70. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

6 71. Plaintiff suffers from a medical condition/disability of which Defendants were
7 aware. Defendants treated Plaintiff adversely, subjected him to a hostile work environment, and
8 ultimately terminated his employment.

9 72. Plaintiff's disability and/or request for accommodations was a substantial
10 motivating factor in Defendants' adverse employment actions.

11 73. As a result, Plaintiff has suffered damages as alleged herein including lost wages,
12 earnings, and benefits, and has suffered emotional distress in an amount according to proof.
13 Plaintiff is also entitled to recover his reasonable attorneys' fees and costs of suit.

14 74. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
15 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
16 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
17 including under Civil Code § 3294, in an amount to be proven.

18 **TENTH CAUSE OF ACTION**

19 **Failure to Provide Reasonable Accommodation**

20 **(Violation of Govt. Code § 12940(m))**

21 **Against all Defendants**

22 75. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

23 76. Plaintiff requested reasonable accommodations for his disability (use of a fan and
24 ergonomic chair).

25 77. Defendants initially resisted these requests and created a hostile environment in
26 response to them, effectively denying the full benefit of the accommodation, and terminated him.

1 78. As a result, Plaintiff has suffered damages as alleged herein including lost wages,
2 earnings, and benefits, and has suffered emotional distress in an amount according to proof.
3 Plaintiff is also entitled to recover his reasonable attorneys' fees and costs of suit.

4 79. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
5 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
6 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
7 including under Civil Code § 3294, in an amount to be proven.

8 **ELEVENTH CAUSE OF ACTION**

9 **Failure to Engage in the Interactive Process**

10 **(Violation of Govt. Code § 12940(n))**

11 **Against all Defendants**

12 80. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

13 81. Defendants failed to engage in a timely, good faith interactive process to determine
14 effective reasonable accommodations, instead meeting Plaintiff's requests with hostility and
15 criticism and terminating him.

16 82. As a result, Plaintiff has suffered damages as alleged herein including lost wages,
17 earnings, and benefits, and has suffered emotional distress in an amount according to proof.
18 Plaintiff is also entitled to recover his reasonable attorneys' fees and costs of suit.

19 83. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
20 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
21 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
22 including under Civil Code § 3294, in an amount to be proven.

23 **TWELFTH CAUSE OF ACTION**

24 **Retaliation**

25 **(Violation of Govt. Code § 12940(h))**

26 **Against all Defendants**

27 84. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

28 85. Plaintiff engaged in protected activity under FEHA by requesting reasonable

1 accommodations for his disability.

2 86. Defendants took adverse employment action against Plaintiff, including
3 termination, as a result of his engagement in this protected activity.

4 87. As a result, Plaintiff has suffered damages as alleged herein including lost wages,
5 earnings, and benefits, and has suffered emotional distress in an amount according to proof.
6 Plaintiff is also entitled to recover his reasonable attorneys' fees and costs of suit.

7 88. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
8 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
9 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
10 including under Civil Code § 3294, in an amount to be proven.

11 **THIRTEENTH CAUSE OF ACTION**

12 **Whistleblower Retaliation**

13 **(Violation of Labor Code § 1102.5)**

14 **Against all Defendants**

15 89. Plaintiff incorporates the preceding paragraphs as though fully set forth herein. At
16 all times relevant to this Complaint, Labor Code § 1102.5(b) prohibits an employer from
17 retaliating against an employee for disclosing information the employee has reasonable cause to
18 believe discloses a violation of a state or federal statute, or a violation or noncompliance with a
19 local, state, or federal rule or regulation. Additionally, Labor Code § 1102.5(c) prohibits an
20 employer from retaliating against an employee for refusing to participate in an activity that would
21 result in a violation of a state or federal statute, or a violation or noncompliance with a local, state,
22 or federal rule or regulation.

23 90. Plaintiff engaged in protected activity under Labor Code § 1102.5 by disclosing
24 information to his manager regarding what he reasonably believed constituted Defendants' non-
25 compliance with California labor laws and refusing to participate in unlawful employment
26 practices. Specifically, Plaintiff reasonably believed that Defendants' policies violated the
27 following statutes and regulations: (a) Labor Code § 512 and IWC Wage Order 5-2001: Plaintiff
28 complained about and attempted to rectify Defendants' policy requiring servers to clock out for a

1 30-minute meal break immediately upon arriving for their shifts. Plaintiff reasonably believed this
2 practice violated the statutory requirement to provide a meal period of not less than 30 minutes for
3 a work period of more than five hours, as the “break” was being forced before work actually
4 commenced, thereby failing to relieve employees of all duties during the relevant work period;
5 (b) Labor Code § 2802: Plaintiff complained to his supervisors regarding Defendants’ refusal to
6 reimburse him for necessary business expenses. Plaintiff reasonably believed that Defendants’
7 requirement that he use his personal vehicle for daily bank deposits and inter-store inventory
8 transfers (driving to cities such as Stockton and Westley) without compensation violated the
9 statutory mandate for employers to indemnify employees for all necessary expenditures incurred
10 in direct consequence of the discharge of their duties; and (c) Labor Code § 226.7: Plaintiff
11 reasonably believed that by forcing the unlawful “early lunch” policy and failing to provide
12 compliant rest breaks due to understaffing, Defendants were violating the requirement to pay
13 premium wages for missed or non-compliant breaks.

14 91. When Plaintiff attempted to enforce a legally compliant break schedule (requiring
15 servers to take lunches two hours into their shifts), his supervisor instructed him to revert to
16 previous practice, which Plaintiff reasonably believed was unlawful. Plaintiff’s initial refusal to
17 implement the unlawful break policy constituted a refusal to participate in activity that would
18 result in a violation of state law.

19 92. Defendants retaliated against Plaintiff for these disclosures and refusals by
20 terminating his employment. This termination occurred in close temporal proximity to Plaintiff’s
21 complaints. The reasons given for the termination were pretextual, designed to mask the
22 retaliatory motive for discharging a manager who attempted to enforce Labor Code compliance.

23 93. As a result, Plaintiff has suffered damages as alleged herein including lost wages,
24 earnings, and benefits, and has suffered emotional distress in an amount according to proof. As
25 well as a statutory penalty of up to \$10,000 for each proven violation. Plaintiff is also entitled to
26 recover his reasonable attorneys’ fees and costs of suit.

27 94. Defendants’ wrongful conduct was malicious, oppressive, fraudulent, despicable
28 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated

1 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
2 including under Civil Code § 3294, in an amount to be proven.

3 **FOURTEENTH CAUSE OF ACTION**

4 **Wrongful Termination in Violation of Public Policy**

5 **(Common Law)**

6 **Against all Defendants**

7 95. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

8 96. The termination of Plaintiff's employment violated fundamental public policies of
9 the State of California, including but not limited to the policies against disability discrimination,
10 retaliation, and wage theft.

11 97. As a result, Plaintiff has suffered damages, including loss of earnings and
12 emotional distress.

13 98. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
14 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
15 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
16 including under Civil Code § 3294, in an amount to be proven.

17 **FIFTEENTH CAUSE OF ACTION**

18 **PAGA PENALTIES PURSUANT TO LABOR CODE § 2698 et seq.**

19 **(Against All Defendants)**

20 99. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

21 100. Plaintiff brings this claim individually and on behalf of all Aggrieved Employees.

22 101. Plaintiff and all current and former employees who were employed by Defendant
23 during the PAGA Period are "Aggrieved Employees" under PAGA, as they suffered the Labor
24 Code violations alleged herein. Plaintiff was employed by Defendant during the one year
25 preceding the submission of his initial PAGA Notice Letter to the LWDA. As such, he seeks to
26 recover, on behalf of himself and all other Aggrieved Employees of Defendant, the civil penalties
27 provided by PAGA.

28 102. Plaintiff has exhausted his administrative remedies. Plaintiff gave written notice by

1 online filing with the LWDA and by certified mail to Defendant of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to support
3 the violations. More than 65 days have passed since the postmark date of the notice, and the
4 LWDA has not provided notice of its intention to investigate.

5 103. Plaintiff seeks PAGA penalties for violations of the following Labor Code sections
6 and IWC Wage Order No. 5 provisions, as detailed in his PAGA notice and restated below:

7 104. **Failure to Pay Wages for All Hours Worked, Minimum Wage, and Overtime**
8 **(Cal. Lab. Code §§ 204, 510, 1194, 1197, 1198):** Defendant failed to keep accurate pay records
9 for Plaintiff and Aggrieved Employees, specifically failing to compensate for initial training
10 periods and off-the-clock work. Consequently, Defendant failed to pay minimum wage and
11 overtime wages for all hours worked.

12 105. **Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, IWC Wage Order**
13 **No. 5):** Defendant failed to provide timely, duty-free meal periods to Plaintiff and Aggrieved
14 Employees for shifts over five hours and failed to pay the required one-hour premium or failed to
15 pay the one-hour premium at the regular rate of pay.

16 106. **Failure to Provide Rest Periods (Labor Code § 226.7, IWC Wage Order No.**
17 **5):** Defendant failed to authorize and permit paid 10-minute rest breaks for every four hours
18 worked and failed to properly pay the required one-hour premium.

19 107. **Failure to Reimburse Necessary Business Expenses (Cal. Lab. Code §**
20 **2802):** Defendant required Plaintiff and Aggrieved Employees to use personal vehicles for
21 necessary business duties, including bank deposits and inter-store inventory transfers, and failed to
22 reimburse for mileage and other necessary equipment purchases.

23 108. **Failure to Pay All Wages Due at Termination and Waiting Time Penalties**
24 **(Labor Code §§ 201, 202, 203):** Defendant willfully failed to pay all wages due upon termination
25 in a timely manner, including but not limited to wages for the initial unpaid work period and
26 accrued premiums.

27 109. **Failure to Provide Accurate Itemized Wage Statements (Labor Code §**
28 **226):** Defendant failed to provide wage statements accurately reflecting all hours worked

(specifically omitting initial weeks of employment), gross and net wages, and premium payments.

110. **Retaliation (Labor Code §§ 98.6 and 1102.5):** Defendant retaliated against Plaintiff and other aggrieved employees for engaging in protected activity, including reporting labor law violations and refusing to participate in unlawful employment practices.

111. Under Labor Code sections 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties in an amount to be proven at the time of trial subject to the following formula: \$100 for the initial violation per employee per pay period; and \$200 for each subsequent violation per employee per pay period. These penalties will be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

112. The Aggrieved Employees are all individuals who work or worked for Defendant as hourly-paid, non-exempt employees in California during the PAGA Period. These employees were subject to the aforementioned Labor Code violations during the PAGA Period.

113. Defendant failed to provide Plaintiff and all Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code section 226(a). Labor Code section 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required records in subdivision (a) of Section 226.” See also *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal. App. 5th 667, 674–675.

114. Further, Plaintiff, as an Aggrieved Employee, need not demonstrate or prove that Defendant’s conduct in refusing to provide accurate and itemized wage statements was knowing, intentional, or willful. See *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal. App. 5th 773, 788.

PRAYER FOR RELIEF

WHEREFORE Plaintiff prays for relief on Plaintiff’s causes of action 1-14 by issuing a judgment against Defendants, jointly and severally, as set forth in the above causes of action and as follows:

1. For economic damages, including past and future lost wages and medical expenses, in an amount to be proven;
2. For non-economic damages, including for past and future emotional distress, in an amount to be proven;
3. For restitution pursuant to business and professions code § 17200;
4. For punitive and exemplary damages, including under Civil Code § 3294, in and amount to be proven;
5. For civil penalties pursuant to Labor Code § 2699 et seq. (PAGA);
6. For statutory damages, and civil penalties, including under Labor Code §§ 203, 226, 1102.5, 1194.2, 1198.5;
7. For injunctive relief;
8. For prejudgment interest;
9. For costs of suit in an amount to be proven;
10. For reasonable attorneys' fees, including litigation assistant fees, in an amount to be proven;
11. For such other and further relief as the court deems just and proper.

WHEREFORE Plaintiff prays for relief on Plaintiff's cause of action 15 by issuing a judgment against Defendants, jointly and severally, as follows:

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

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Dated: February 2, 2026

Respectfully submitted,

WORKERS RIGHTS LAW FIRM, APC
MICHAEL A. CARLIN

By: 

Attorneys for Plaintiff,
ERNESTO NAVARRO

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DEMAND FOR JURY TRIAL

Plaintiff ERNESTO NAVARRO, hereby demands trial by jury of his individual claims against Defendant.

Dated: February 2, 2026

WORKERS RIGHTS LAW FIRM, APC
MICHAEL A. CARLIN

By: 

Attorneys for Plaintiff,
ERNESTO NAVARRO

Exhibit 1



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 28, 2026

Michael Carlin
680 E. Colorado Blvd., Ste 180
Pasadena, CA 91101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202601-33297928
Right to Sue: Navarro / Guru Foods Inc. dba Dennys

Dear Michael Carlin:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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January 28, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202601-33297928
Right to Sue: Navarro / Guru Foods Inc. dba Dennys

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 28, 2026

Ernesto Navarro

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202601-33297928
Right to Sue: Navarro / Guru Foods Inc. dba Dennys

Dear Ernesto Navarro:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 28, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Ernesto Navarro

CRD No. 202601-33297928

Complainant,

vs.

Guru Foods Inc. dba Dennys
9253 Stony Creek Ln
Stockton, CA 95219

Respondents

1. Respondent **Guru Foods Inc. dba Dennys** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Ernesto Navarro**, resides in the City of , State of .

3. Complainant alleges that on or about **August 20, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, reprimanded, other, denied accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated, reprimanded, denied any employment benefit or privilege, other, denied accommodation for a disability.

Additional Complaint Details: Ernesto Navarro ("Complainant") was an employee of Respondents from 5/26/25-8/20/25. Complainant suffers from a physical disability/medical condition involving his back (sciatica). Due to the lack of air conditioning in the office (which reached temperatures of approximately 80 degrees) and inadequate seating, Complainant requested permission to use a personal fan and an ergonomic chair/cushion to

1 accommodate his condition. Complainant provided doctor's notes substantiating the medical
necessity of these accommodations.

2 Respondent's owner reacted with hostility toward these requests. The Owner criticized
3 Complainant, stating that the presence of the fan and comfortable chair created "too much
of a leisurely environment" and implied that Complainant was lazy or avoiding work because
4 of his need for these accommodations.

5 On August 20, 2025, less than one month after Complainant engaged in the protected
activities of requesting medical accommodations and objecting to unlawful employment
practices, Respondents terminated Complainant's employment.

6 Respondents cited pretextual reasons for the termination, including "lack of basic
management knowledge" and "mishandling of money" (referencing a deposit slip that was
7 misplaced but could be substantiated using bank records). These reasons were false and
used to mask the true retaliatory and discriminatory motives for the termination.

8 Complainant's employment was terminated for pretextual reasons on August 20, 2025.

1 VERIFICATION

2 I, **Michael Carlin**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On January 28, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Pasadena, CA**

Exhibit 2

November 26, 2025

VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Guru Foods Inc. dba Dennys
c/o GURPREET S ARORA
9253 Stony Creek Ln
Stockton, CA 95219

VIA LWDA FILING PORTAL

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Notice of Labor Code Violations Pursuant to Labor Code § 2699.3
Claimant/Aggrieved Employee Representative: Ernesto Navarro
Employer: Guru Foods Inc. dba Dennys

To the Labor and Workforce Development Agency and Guru Foods Inc. dba Dennys:

Please be advised that this office represents Mr. Ernesto Navarro. Pursuant to California Labor Code § 2699.3, we are writing to provide notice that Mr. Navarro intends to file a civil action seeking civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) against Guru Foods Inc. dba Dennys (collectively “Employer”) for violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders.

Mr. Navarro was employed by Dennys as an hourly non-exempt employee, in a Manager position, from approximately May 26, 2025, to August 20, 2025, at locations including, but not limited to, the Dennys restaurants located in Lathrop, CA, and Manteca, CA. Based on an investigation of Mr. Navarro’s employment records, specifically timecards and earnings statements, the Employer engaged in a systematic pattern and practice of wage and hour violations affecting Mr. Navarro and other similarly situated aggrieved employees.

The facts and theories supporting these allegations are set forth below:

1. Failure to Pay Wages for All Hours Worked and Minimum Wage (Cal. Lab. Code §§ 204, 1194, 1197)

The Employer failed to keep accurate pay records for Mr. Navarro for his first three weeks of employment. Mr. Navarro’s timecards indicate he began working and training on or about May 26, 2025. However, payroll records indicate that his first recorded pay period did not begin until June 16, 2025. The “Year-to-Date” earnings listed on his first pay stub match the earnings for that specific period alone; thus, the Employer failed to completely compensate him for the work performed between May 26, 2025, and June 15, 2025. Based on information and belief, other aggrieved employees also experienced these violations, including but not limited to uncompensated training time, off-the-clock work, and failure to be paid at least the minimum wage for all hours worked.

2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198)

Mr. Navarro and other similarly situated aggrieved employees consistently worked in excess of eight hours in a workday and/or forty hours in a workweek. The Employer failed to pay these employees the correct overtime premiums for all overtime hours worked. The Employer's failure to pay proper overtime wages includes, but is not limited to, failing to compensate employees for all hours worked at the statutory rate of one and one-half times their regular rate of pay and/or failing to properly calculate the regular rate of pay for overtime purposes. Aggrieved employees also experienced these violations as a result of the Employer's common policies and practices regarding payroll processing and timekeeping.

3. Failure to Provide Meal and Rest Periods and Failure to Pay Premiums (Cal. Lab. Code §§ 226.7, 512)

The Employer consistently failed to provide compliant meal periods. Mr. Navarro's time records demonstrate a pattern where he was required to work shifts exceeding five hours—often up to seven hours—without being provided a thirty-minute uninterrupted meal period before the end of the fifth hour of work. Furthermore, on multiple occasions, no meal break was recorded despite shifts exceeding six hours. Despite these documented violations on the face of the timecards, the Employer failed to pay the required one-hour premium pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Due to the rigorous workload, understaffing during "rush" periods, and the inability to take timely meal breaks, the Employer also failed to authorize and permit compliant meal periods. Other aggrieved employees also experienced these same violations, as they were subject to the same staffing constraints and operational requirements that prevented timely and compliant meal periods without the provision of premium pay.

4. Failure to Authorize and Permit Rest Periods and Failure to Pay Premiums (Cal. Lab. Code § 226.7)

Due to the rigorous workload, understaffing during "rush" periods, and the inability to take timely meal breaks, the Employer also failed to authorize and permit Mr. Navarro and other aggrieved employees to take ten-minute rest periods for every four hours worked or major fraction thereof. No rest period premiums were paid. Based on information and belief, aggrieved employees also experienced these violations systematically, as the Employer failed to schedule sufficient coverage or implement a policy to ensure that ten-minute rest breaks were authorized and permitted amidst high business demands.

5. Failure to Reimburse Necessary Business Expenses (Cal. Lab. Code § 2802)

The Employer required Mr. Navarro to use his personal vehicle for necessary business duties, including making daily bank deposits and traveling to other store locations (such as Stockton and Westley) to transfer inventory. The Employer expressly refused to reimburse Mr. Navarro for the mileage incurred in the discharge of these duties. Additionally, the Employer failed to provide basic office equipment (adequate seating and temperature control), forcing Mr. Navarro to purchase his own fan and chair to perform his duties. Based on information and belief, other aggrieved employees were also required to incur necessary business expenses in direct consequence of the discharge of their duties including but not limited to the use of personal vehicles for company errands,

bank deposits, and inter-store transfers without receiving full reimbursement for these expenses.

6. Failure to Furnish Accurate Itemized Wage Statements (Cal. Lab. Code § 226)

The Employer failed to furnish accurate itemized wage statements. The wage statements issued to Mr. Navarro were deficient in that they: (a) failed to list the total hours worked by omitting the hours worked during the first three weeks of employment; (b) listed inaccurate gross wages earned by omitting the wages for the initial three-week period; and (c) failed to list the required meal and rest break premiums as wages earned. Other aggrieved employees also received wage statements that failed to comply with Labor Code § 226, specifically by failing to accurately show the gross wages earned and total hours worked (inclusive of off-the-clock work and training time) and failing to list the applicable hourly rates and corresponding hours for missed meal and rest periods.

7. Failure to Pay All Wages Due Upon Separation (Cal. Lab. Code §§ 201, 202, 203)

Upon Mr. Navarro's termination on August 20, 2025, the Employer failed to pay all wages due and owing. Specifically, the Employer failed to pay all of the wages for the period of May 26, 2025, through June 15, 2025, the unpaid meal and rest period premiums, and the unpaid business expense reimbursements. These wages remain unpaid to date and are subject to waiting time penalties. Similarly, other aggrieved employees who were discharged or quit during the statutory period were not paid all wages due immediately upon separation, including but not limited to unpaid overtime, off-the-clock wages, and meal and rest period premiums, thereby triggering waiting time penalties for the Employer's willful failure to pay.

Pursuant to Labor Code § 2699, Mr. Navarro intends to file suit not only on his own behalf but as a representative of all aggrieved employees who are currently employed or were formerly employed by the Employer in California during the applicable statutory period. Mr. Navarro seeks to recover all applicable civil penalties for the violations listed above on behalf of himself, the State of California, and all other similarly situated aggrieved employees in California.

If the Employer contends that any of these violations have been cured, please provide proof of such cure immediately. Following the expiration of the statutory notice period, Mr. Navarro will file a civil action to include all of these PAGA claims as well as individual claims Mr. Navarro has. Mr. Navarro intends to pursue these claims to the fullest extent of the law. He hereby reserves the right to amend or supplement this Notice to identify additional violations of the Labor Code or IWC Wage Orders, additional factual allegations, or new theories of liability that may be discovered during the course of further investigation or litigation.

Sincerely,

WORKERS RIGHTS LAW FIRM, APC



Michael A. Carlin