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11 *Attorneys for Plaintiff Maria Del Rosario Chavez,*
12 *Aggrieved Employee of Defendants,*
13 *on Behalf of the State of California's*
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF STANISLAUS**

16 MARIA DEL ROSARIO CHAVEZ,
Aggrieved Employee of Defendants, on Behalf
17 of the State of California's Labor and
Workforce Development Agency for All
18 Aggrieved Employees of Defendants,

19 Plaintiff,

20 v.

21 CHL RIVERBANK, INC., a California
Corporation; HERITAGE RESTAURANT
22 BRANDS, LLC, a California Limited Liability
Company; and DOES 1-100, Inclusive,

23 Defendants.
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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Omar Fernandez, Deputy

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Case No. CV-26-000807

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

This case has been assigned to Judge Mayne, John R.
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Department _____, for all purposes including Trial.

1 Plaintiff MARIA DEL ROSARIO CHAVEZ (hereinafter, “Plaintiff”), who is an aggrieved
2 employee of Defendants CHL RIVERBANK, INC; HERITAGE RESTAURANT BRANDS,
3 LLC, and DOES 1 through 100, inclusive, (collectively, “Defendants”), brings this representative
4 action as proxy for the State of California’s Labor and Workforce Development Agency
5 (“LWDA”) on behalf of all current and former aggrieved employees of Defendants in California,
6 and hereby alleges the following facts and claims against Defendants, and respectfully request
7 civil penalties, all other available relief, and a trial by jury of all issues and causes of action so
8 triable.

9 INTRODUCTION

10 1. Plaintiff brings this representative action as the proxy for the State of California’s
11 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
12 Act of 2004 (hereinafter, the “PAGA”), Labor Code section 2698, *et seq.*, resulting from
13 Defendants’ violations of “wage and hour” laws protective of Defendants’ aggrieved employees
14 under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders.
15 The PAGA permits an aggrieved employee to bring a representative action as the State’s
16 designated proxy on behalf of herself and all other current and former non-exempt aggrieved
17 employees of an employer to recover civil penalties for violation of California’s Labor Code.

18 2. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations
19 toward Plaintiff and other current and former aggrieved employees include, but are not limited to:

20 a. Failure to compensate for all hours worked in violation of Labor Code
21 sections 204, 1194, 1197, and 1198;

22 b. Failure to pay all overtime wages owed for time worked in violation of
23 Labor Code section 510;

24 c. Failure to provide meal periods and/or premium pay for non-compliant
25 meal periods in violation of Labor Code sections 226.7, 512, 558, 1198, and 1199 and Section 11
26 of the IWC Wage Order(s);

27 d. Failure to authorize and permit all paid rest periods and/or provide premium
28 pay for non-compliant rest periods in violation of Labor Code sections 226.7, 1197, 1198, and

1 1199, and Section 12 of the IWC Wage Order(s); and

2 e. Failure to furnish accurate itemized wage statements in violation of Labor
3 Code section 226(a).

4 **PARTIES**

5 3. Plaintiff MARIA DEL ROSARIO CHAVEZ is an individual over the age of
6 eighteen (18). Plaintiff is and, at all relevant times mentioned in this Complaint, was a California
7 citizen residing within Stanislaus County, California. Plaintiff has been employed by Defendants
8 from approximately 2015 to the present as a Prep Cook at their location in Riverbank, California.
9 At all relevant times herein, Plaintiff was an “employee” as that term is used in the Labor Code.
10 During the applicable statutory period, Plaintiff was subject to various policies, procedures, and
11 practices implemented by Defendants that, as alleged herein, were and are in violation of the
12 Labor Code.

13 4. Defendant CHL RIVERBANK, INC. is and at all relevant times herein was a
14 California corporation, having their principal place of business at 1710 La Cumbrenipomo,
15 California 93444, and are the owners and operators of an industry, business and/or facility
16 licensed to do business and actually doing business in the State of California as restaurant chain.
17 Defendant CHL RIVERBANK, INC. is an “employer” as the term is used in the Labor Code and
18 IWC Wage Orders.

19 5. Defendant HERITAGE RESTAURANT BRANDS, LLC is and at all relevant
20 times herein was a California corporation, having its principal place of business at 810 Fiero Lane,
21 #100, San Luis Obispo, California 93401, and is the owner and operator of an industry, business
22 and/or facility licensed to do business and actually doing business in the State of California as a
23 restaurant chain. Defendant HERITAGE RESTAURANT BRANDS, LLC is an “employer” as the
24 term is used in the Labor Code and IWC Wage Orders.

25 6. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
26 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
27 business and/or actually doing business in California, including Stanislaus County, and each of the
28 fictitiously named Defendants are responsible for the conduct alleged in this Complaint. Plaintiff

1 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
2 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such fictitious
3 names pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 474.
4 Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon
5 as they are ascertained.

6 7. Defendants, and each of them, are now and/or at all times mentioned in this
7 Complaint were in some manner legally responsible for the events, happenings and circumstances
8 alleged in this Complaint.

9 8. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
10 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

11 9. Defendants, and each of them, are now and/or at all times mentioned herein were
12 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
13 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
14 Complaint were acting within the course and scope of that agency, servitude and/or employment.

15 10. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were members of and/or engaged in a joint venture, partnership and common
17 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
18 partnership and common enterprise.

19 11. Defendants, and each of them, at all times mentioned in this Complaint concurred
20 and contributed to the various acts and omissions of each and every one of the other Defendants in
21 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

22 12. Defendants, and each of them, at all times mentioned in this Complaint approved
23 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
24 this Complaint.

25 13. Defendants, and each of them, at all times mentioned in this Complaint aided and
26 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
27 causing the damages alleged in this Complaint.

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15. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

17. Venue is proper in the Superior Court of California for the County of Stanislaus, pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability arose in Stanislaus County because at least some of the acts and omissions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, exists, and/or has an agent in Stanislaus County.

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19. During the relevant statutory period, Defendants failed to pay Plaintiff for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week. due to Defendants' policy and practice of requiring Plaintiff to work off the clock. For example, Plaintiff had to wait in line to clock in without compensation, and was regularly required to continue working after clocking out. Specifically, Plaintiff was instructed to clock out at the end of

1 her shifts but was required to continue working off the clock to complete her food prep work if it
2 was not finished.

3 20. During the relevant statutory period, Defendants failed and fail to provide Plaintiff
4 with compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed
5 to pay him premium wages at the regular rate of pay thereto. For example, Plaintiff's meal periods
6 were rarely uninterrupted or fully taken, and were often cut short. Moreover, Plaintiff was
7 frequently required to clock out for her meal break but continue working. Indeed, the Riverbank
8 restaurant lacks a designated break room, requiring employees to take breaks in available seating
9 on the premises where patrons dine, which leads to interruptions.

10 21. During the relevant statutory period, Defendants failed to relinquish control over
11 Plaintiff to provide her with legally-compliant ten (10) minute off-duty rest periods for every four
12 (4) hours of work or major fraction thereof, as required by California law and failed to pay
13 premiums for the incompliant rest periods. Defendants' policies and practices routinely prevented
14 and prevent Plaintiff from taking the off-duty ten-minute rest breaks she is entitled to due to
15 workload pressure, understaffing, lack of coverage, and operational demands. The restaurant lacks
16 a designated break room, requiring employees to take breaks in available seating on the premises,
17 which further prevented proper rest periods.

18 22. During the relevant statutory period, Defendants failed to provide Plaintiff with
19 accurate itemized wage statements. As a result of the alleged violations discussed above,
20 Defendants furnished wage statements that failed to correctly show, among other items: (1) gross
21 wages earned, (2) all deductions, and (3) net wages earned.

22 **GENERAL ALLEGATIONS**

23 23. Plaintiff and all other aggrieved employees are current and former non-exempt
24 employees of Defendants that work or worked at Defendants' facilities in California as non-
25 exempt employees during the statutory period.

26 24. Plaintiff is informed and believes, and thereon alleges, that during the applicable
27 statutory period, Plaintiff and other current and former aggrieved employees were subject to the
28 same various policies, procedures, and practices implemented by Defendants that, as alleged

1 herein, were and are in violation of the Labor Code.

2 25. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
3 and/or practice, Defendants failed to pay Plaintiff and all other aggrieved employees for all hours
4 worked and overtime hours worked after eight hours in a day and/or after forty hours in a week
5 due to Defendants' policy and practice of requiring Plaintiff and aggrieved employees to work off
6 the clock.

7 26. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
8 and/or practice, Defendants failed and fail to provide Plaintiff and aggrieved employees with
9 compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed to
10 pay them premium wages at the regular rate of pay thereto.

11 27. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
12 and/or practice, Defendants failed to relinquish control over Plaintiff and aggrieved employees to
13 provide them with legally-compliant ten (10) minute off-duty rest periods for every four (4) hours
14 of work or major fraction thereof, as required by California law and failed to pay premiums for the
15 noncompliant rest periods.

16 28. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
17 and/or practice, Defendants, failed to provide Plaintiff and all other aggrieved employees with
18 accurate itemized wage statements. Additionally, as a result of alleged violations discussed above,
19 Defendants furnished wage statements that failed to correctly show, among other items: (1) the
20 gross wages earned, (2) all deductions, and (3) net wages earned.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

23 **(California Labor Code §§ 2698, *et seq.*)**

24 29. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
26 set forth herein.

27 30. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
28 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through

1 a representative action on behalf of herself and all other aggrieved employees that work or worked
2 for Defendants during the relevant time period.

3 31. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
4 action is not subject to the formalities required of a class action and class certification of PAGA
5 claims is not required.

6 32. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section
7 2699(c) because she was employed by Defendants during the applicable statutory period and
8 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited
9 to represent the interests of all other aggrieved employees in in this PAGA representative action.

10 33. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
11 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
12 Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of
13 employers and employees about their rights and responsibilities under this code, and twenty-five
14 percent (25%) shall be distributed to the aggrieved employees.

15 34. Plaintiff’s representative action alleges violations of certain Labor Code sections
16 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
17 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

18 35. On November 18, 2025, Plaintiff complied with Labor Code section 2699.3(a) by
19 electronically filing written notice with the LWDA and serving written notice, via certified mail,
20 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
21 have been violated by Defendants and Plaintiff’s intent to pursue civil penalties against
22 Defendants on behalf of herself and all other aggrieved employees pursuant to PAGA. Attached
23 hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s notice letter.

24 36. Labor Code section 2699.3(a) provides in pertinent part that: “The agency shall
25 notify the employer and the aggrieved employee or representative by certified mail that it does not
26 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
27 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
28 of the postmark date of the notice given... the aggrieved employee may commence a civil action

1 pursuant to Section 2699.”

2 37. Sixty-five calendar days have passed since Plaintiff served notice upon the LWDA
3 and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiff’s
4 claims. Accordingly, Plaintiff exhausted her obligation to provide administrative notice and is
5 authorized to commence this representative action seeking civil penalties on behalf of herself and
6 all other aggrieved employees of Defendants.

7 38. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
9 divisions, commissions, boards, agencies or employees for violation of the code may, as an
10 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
11 herself and other current or former employees pursuant to the procedures specified in Labor Code
12 section 2699.3.

13 39. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
14 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
15 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
16 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
17 subsequent violation.

18 40. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of herself and
19 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 204,
20 226, 226.7, 510, 512, 1194, 1197, 1198, and 1199, during the statutory period as set forth below:

21 a. For violations of Labor Code section 204, 226.7, 510, 512, 1194, 1197
22 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred dollars
23 (\$100) for each aggrieved employee per pay period for each initial violation and two hundred
24 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

25 b. For violations of Labor Code section 204, Labor Code section 210 imposes
26 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
27 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
28 employee, for each subsequent violation, regardless of whether the subsequent violation was

1 willful or intentional;

2 c. Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by not
3 paying Plaintiff and aggrieved employees all wages owed for all hours worked for each pay period
4 as a result of Defendants' policy or practice of requiring them to work off the clock. Thus,
5 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
6 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
7 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
8 violation;

9 d. Defendants violated Labor Code sections 226.7 and 512 by denying
10 Plaintiff and other aggrieved employees an opportunity to take timely off-duty and uninterrupted
11 thirty minute meal periods for every five hours worked, including timely off-duty and
12 uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
13 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
14 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
15 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
16 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
17 each aggrieved employee per pay period for each subsequent violation;

18 e. Defendants violated Labor Code section 226.7 by denying Plaintiff and
19 other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours
20 worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an
21 additional hour of pay at the regular rate of pay for each workday that a compliant rest period was
22 not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
23 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
24 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation; and

26 f. Defendants violated Labor Code section 226(a) by failing to provide
27 Plaintiff and aggrieved employees with accurate itemized wage statements correctly identifying,
28 among other things, the correct wages earned, the correct amount of net wages earned, and the

1 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
2 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
3 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
4 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
5 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
6 subsequent citation.

7 41. At all material times, Defendants were Plaintiff and all other aggrieved employees'
8 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
9 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
10 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
11 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
12 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
13 provided by law.

14 42. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
15 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
16 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
17 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
18 Defendants' failure to pay wages owed for all overtime, as alleged herein.

19 43. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
20 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
21 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
22 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
23 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
24 worked, or major fraction thereof, as alleged herein.

25 44. Defendants violated Labor Code section 1198 by failing to comply with the
26 maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours
27 and Days of Work", and "Record" sections of the applicable IWC Wage Order, by failing to keep
28 and provide accurate records, and failing to timely pay owed wages upon separation of

1 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
2 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
3 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 **PRAYER FOR RELIEF**

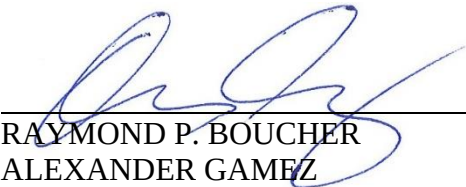
6 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 7 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
 - 8 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
9 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
10 per aggrieved employee for each subsequent violation;
 - 11 3. For civil penalties under Labor Code section 210 in the amount of one hundred
12 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
13 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
14 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
15 subsequent violation, regardless of whether the subsequent violation was willful or intentional;
 - 16 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations
17 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
18 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
19 aggrieved employee per pay period for each subsequent violation;
 - 20 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
21 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
22 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was underpaid;
 - 24 6. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
25 section 2699(g)(1), or other applicable laws;
 - 26 7. For pre-judgment and post-judgment interest as provided by law; and
 - 27 8. For such additional relief as this Court may deem just and proper.
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DATED: January 27, 2026

BOUCHER LLP

By: 
RAYMOND P. BOUCHER
ALEXANDER GAMEZ

*Attorneys for Plaintiff Maria Del Rosario Chavez,
Aggrieved Employee of Defendants, on Behalf of
the State of California's Labor and Workforce
Development Agency for All Aggrieved Employees
of Defendants*

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DATED: January 27, 2026

By:

*Attorneys for Plaintiff Maria Del Rosario Chavez,
Aggrieved Employee of Defendants, on Behalf of
the State of California's Labor and Workforce
Development Agency for All Aggrieved Employees
of Defendants*

EXHIBIT 1

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

November 18, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

CHL Riverbank, Inc.
d/b/a Cool Hand Luke's
c/o Agent for Service of Process
Ashley Rose Mohammadi
3586 Junipero Avenue
Clovis, CA 93619

Heritage Restaurant Brands, LLC
c/o Agent for Service of Process
Beth Marino
1315 Santa Rosa Street
San Luis Obispo, CA 93401

Re: *Chavez v. CHL Riverbank, Inc., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Maria del Rosario Chavez ("Ms. Chavez") as proxy for the Labor and Workforce Development Agency ("LWDA") on behalf of all non-exempt aggrieved employees employed by CHL Riverbank, Inc., d/b/a Cool Hand Luke's Riverbank and Heritage Restaurant Brands, LLC (jointly, "CHL") in California during the statutory period, against CHL.

CHL operates steakhouse restaurants and owns and operates multiple locations throughout California. Ms. Chavez has been employed by CHL from approximately 2015 to the present as a Prep Cook at its location in Riverbank, California. Pursuant to California law, CHL was and is at all relevant times Ms. Chavez's employer.

In her representative action, Ms. Chavez will seek civil penalties pursuant to PAGA as a result of CHL's failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); and (4) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1197 states, in pertinent part, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful."

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

In relevant part, Section 4 of the applicable Wage Order states that, "Every employer shall pay to each employee, on the established payday for the period involved, not less than the

applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

Upon information and belief, during Ms. Chavez’s employment, CHL failed and fails to compensate her and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to CHL policy and practice of requiring Ms. Chavez and aggrieved employees to work off the clock. For example, Ms. Chavez had to wait in line to clock in without compensation, and was regularly required to continue working after clocking out. Specifically, Ms. Chavez was instructed to clock out at the end of her shifts but was required to continue working off the clock to complete her food prep work if it was not finished.

Accordingly, Ms. Chavez, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the
Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

- A. No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- B. If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, CHL failed and fail to provide Ms. Chavez and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Ms. Chavez's meal periods were rarely uninterrupted or fully taken, and were often cut short. Moreover, Ms. Chavez was frequently required to clock out for her meal break but continue working. Indeed, the restaurant lacks a designated break room, requiring employees to take breaks in available seating on the premises, which leads to interruptions.

Accordingly, Ms. Chavez, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

Section 12 of the applicable Wage Order provides that:

- A. Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
- B. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, CHL policies and practices failed and fails to provide Ms. Chavez and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. Throughout Ms. Chavez's 10-year employment period with CHL, did not receive rest breaks. CHL policies and practices routinely prevented and prevent Ms. Chavez and other aggrieved employees from taking the off-duty ten-minute rest breaks they are entitled to due to workload pressure, understaffing, lack of coverage, and operational demands. The restaurant lacks a designated break room, requiring employees to take breaks in available seating on the premises, which further prevented proper rest periods. CHL systematic failure to authorize and permit rest periods affected all aggrieved employees working similar shifts.

Accordingly, Ms. Chavez, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the

employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

CHL failed to furnish accurate wage statements to Ms. Chavez and aggrieved employees. As a result of the alleged violations discussed above, CHL furnished wage statements to Ms. Chavez and aggrieved employees that failed to correctly show, among other items: (1) gross wages earned, (2) total hours worked, (3) all deductions, (4) net wages earned, (5) the name and address of the legal entity that is the employer, and (6) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate.

Accordingly, Ms. Chavez, on behalf of herself and aggrieved employees, will seek to recover available civil penalties for violations of Labor Code section 226(a).

**CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE
ORDERS**

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation. These penalties are in addition to other penalties and remedies available under PAGA.

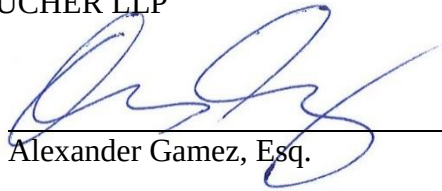
As set forth above, CHL failed to pay all overtime compensation in violation of Labor Code section 510, failed to provide Ms. Chavez and aggrieved employees compliant meal periods in violation of Labor Code section 512 and the applicable Wage Order Section 11, failed to provide compliant rest periods in violation of the applicable Wage Order Section 12, and failed to pay premium wages owed for meal and rest period violations in violation of Labor Code section 226.7. Accordingly, Ms. Chavez, on behalf of herself and aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Chavez's employment with CHL, including but not limited to employment records, wage statements, time records, payroll documents, company policies, and Ms. Chavez's personal knowledge and confirmation of CHL unlawful practices and policies. As a result of the foregoing violations, Ms. Chavez is entitled to file a Complaint and invoke the protections of the Act. Ms. Chavez has placed CHL on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

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