

SAN LUIS OBISPO SUPERIOR COURT
BY: C. M. Kastner
C. M. Kastner, Deputy Clerk

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Attorneys for Plaintiff ANGELINA IRENE HEREDIA,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ANGELINA IRENE HEREDIA, individually
and on behalf of all others similarly situated,

Plaintiff(s),

v.

EPCW LLC AND NORTH COUNTY
RESTAURANT GROUP LLC; and DOES 1
through 100,

Defendant(s).

Case No. 25CVP-0484

**FIRST AMENDED
CLASS ACTION COMPLAINT**

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay All Overtime Owed**
- 4. Failure to Pay All Wages Earned**
- 5. Wage Statement Penalties**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Angelina Heredia ("Plaintiff") is an adult resident of San Luis Obispo County, California, and was at all times relevant residing in San Luis Obispo County, California.
2. Defendant EPCW LLC is a California limited liability company with its principal place of business located in San Luis Obispo County, California. EPCW LLC lists Eric Peterson as the agent in business-entity data aggregations. EPCW LLC is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of

1 EPCW LLC's employees as alleged herein occurred while they were acting within the course and
2 scope of their employment.

3 3. Defendant North County Restaurant Group LLC is a California limited liability company
4 with its principal place of business located in San Luis Obispo County, California. North County
5 Restaurant Group LLC is a collection of restaurants in the San Luis Obispo area including Feral
6 Kitchen & Lounge and lists Eric Peterson as the agent in business-entity data aggregations. North
7 County Restaurant Group LLC is registered to and does conduct business in the State of California
8 and is subject to the laws of the State of California. All acts and omissions of North County
9 Restaurant Group LLC's employees as alleged herein occurred while they were acting within the
10 course and scope of their employment.

11 4. Plaintiff is informed and believe that both EPCW LLC and North County Restaurant Group
12 LLC operated "Feral Kitchen & Lounge" where Plaintiff was employed.

13 5. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
14 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
15 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
16 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
17 informed and believes, and based on such information and belief alleges, that each of the fictitiously
18 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
19 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. EPCW
20 LLC, North County Restaurant Group LLC, and Doe Defendants are collectively referred to as
21 "Defendants".

22 **JURISDICTION AND VENUE**

23 6. This action is properly filed in San Luis Obispo County, California because the acts and
24 omissions that give rise to Plaintiff's claims took place in San Luis Obispo County, Plaintiff worked
25 and resided in San Luis Obispo County, and Defendants transact substantial business in this County.

26 7. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
27 alleged herein occurred in San Luis Obispo County, California and Plaintiff suffered damages from
28 such conduct within San Luis Obispo County, California.

FACTUAL ALLEGATIONS

8. At all times relevant, Plaintiff was Defendants' employee.

9. Plaintiff was employed by Defendants from approximately September 2024 until October 7, 2025.

10. During her employment, Plaintiff worked as a bartender and server at Defendants' restaurant, Feral Kitchen and Lounge.

11. Plaintiff's duties included serving guests, maintaining quality and cleanliness standards, storing and putting away liquor orders, and managing the restaurant floor. Defendants employed approximately 25 bartenders and servers at this location.

12. Plaintiff was subsequently promoted to a "lead" position with supervisory responsibilities. In her lead capacity, Plaintiff supervised staff members, managed shift operations, handled employee call-ins and attempted to find replacements, and resolved staff issues throughout her shifts. Plaintiff performed these lead duties on a consistent basis throughout her employment following her promotion.

13. Defendants paid Plaintiff an hourly rate of \$16.50 per hour as her base rate. When Defendants designated Plaintiff as working in a lead capacity, Defendants paid Plaintiff \$20.00 per hour. However, despite Plaintiff consistently performing all lead duties and responsibilities, Defendants only paid Plaintiff the \$20.00 lead rate on certain days while paying her the lower \$16.50 base rate on other days when she was performing the exact same lead work. This resulted in systematic underpayment of wages owed to Plaintiff for her lead work.

14. Plaintiff regularly worked shifts of 10 to 12 hours or more, with some shifts running from 3:00 p.m. until after 3:00 a.m. During the initial period of her employment when Defendants' restaurant was understaffed, Plaintiff worked approximately 55 hours per week. Defendants later implemented a practice of limiting Plaintiff's hours to under 30 hours per week to avoid providing her with employee benefits, despite the operational need for longer hours.

15. Defendants used a timekeeping system called TOAST, where employees clocked in and out using their employee numbers on the terminal.

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1 16. Defendants failed to provide Plaintiff with compliant meal breaks because Defendants
2 regularly failed to provide Plaintiff with uninterrupted meal periods as required by California law.
3 Plaintiff worked numerous 10 to 12 hour shifts without receiving any first meal period or second
4 meal period. When Plaintiff was working as the lead and was in charge of the restaurant, Plaintiff
5 was unable to take any meal breaks and worked full shifts with no meal breaks at all. Defendants
6 never provided Plaintiff with valid meal period waivers or on-duty meal period agreements. Despite
7 not being provided with compliant meal breaks, Defendants did not pay premium pay for these
8 missed breaks, or only paid limited and sporadic premiums that did not account for all violations.

9 17. Defendants failed to provide Plaintiff with compliant rest breaks because Defendants
10 regularly failed to provide Plaintiff with uninterrupted rest periods as required by California law.
11 Plaintiff essentially never received the required 10-minute rest breaks for every four hours worked.
12 Defendants maintained no system to relieve Plaintiff for rest breaks in the high-stress front-of-house
13 restaurant environment. Despite not being provided with compliant rest breaks, Defendants did not
14 pay premium pay for these missed breaks, or only paid limited and sporadic premiums that did not
15 account for all violations.

16 18. When Defendants did pay meal period or rest break premiums to Plaintiff, Defendants
17 calculated such premiums using only Plaintiff's base hourly rate and failed to include all rates of pay
18 and service-related pay that should have been included in calculating Plaintiff's regular rate of pay.
19 Plaintiff earned compensation at multiple rates (\$16.50 and \$20.00 per hour) as well as additional
20 service-related pay, all of which should have been factored into her regular rate for purposes of
21 calculating premium payments. As a result, the premium payments Plaintiff received were
22 calculated at an incorrect and unlawfully low rate.

23 19. Defendants failed to pay Plaintiff all overtime owed. During her initial period of
24 employment, Plaintiff regularly worked approximately 55 hours per week and routinely worked 12-
25 hour shifts that entitled her to overtime compensation. Defendants' Human Resources personnel
26 admitted to Plaintiff on multiple occasions that they had made errors on Plaintiff's overtime pay and
27 stated that the errors would be corrected on a future paycheck rather than immediately.
28 Additionally, when Defendants paid overtime compensation to Plaintiff, Defendants calculated such

overtime at Plaintiff's simple base hourly rate and failed to properly calculate Plaintiff's regular rate of pay by including all rates of pay (\$16.50 and \$20.00 per hour) and additional compensation that should have been included in the regular rate calculation.

20. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed, hours worked, and applicable rates of pay. Specifically, Plaintiff's wage statements failed to reflect unpaid meal and rest period premiums, underpaid overtime compensation, and underpaid lead wages. Defendants' Human Resources personnel acknowledged these payroll errors as "mess-ups." The wage statements provided to Plaintiff listed incorrect hours, incorrect rates, and incorrect gross wages due to Defendants' systematic failures to properly calculate and pay all compensation owed, including at the time of Plaintiff's separation from employment.

21. Plaintiff's employment was terminated on or about October 7, 2025, when Defendants' General Manager called Plaintiff by telephone to inform her that she was terminated. Defendants failed to pay Plaintiff all wages owed at the time of her termination. Instead of paying Plaintiff immediately upon termination as required by law, Defendants issued Plaintiff's final paycheck on a subsequent regular payday. Furthermore, Plaintiff's final wages failed to include all unpaid meal and rest period premiums, all overtime and double-time compensation owed, and all underpaid lead wages. Due to Defendants' failure to pay all wages due to Plaintiff during her employment, it follows that Defendants failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff and the Waiting Time Subclass for waiting time penalties.

CLASS ACTION ALLEGATIONS

22. The class is defined as the following: "All non-exempt employees who worked for Defendants in California from four years prior to filing the case to the date of certification or judgment, whichever is earlier."

23. The Waiting Time Subclass is defined as "all former non-exempt employees of Defendants who have worked in California during the Class Period and who are no longer employed by Defendants."

1 24. There is a well-defined community of interest in the litigation and the proposed class is
2 ascertainable from Defendants' employment records.

- 3 a. Numerosity: The members of the Class as defined are so numerous that joinder of all
4 Class members is impracticable. Plaintiff is informed and believes that Defendant
5 employs numerous non-exempt employees at its multiple locations.
- 6 b. Commonality: This action involves common questions of law and fact to the class
7 because the action focuses on Defendants' course of conduct with respect to violating
8 the Labor Code and IWC Wage Orders.
- 9 c. Typicality: Plaintiff's claims are typical of the claims of the class. Plaintiff was
10 subjected to the same violations and seeks the same types of damages, restitution,
11 and other relief as those of the members of the class.
- 12 d. Adequacy of Representation: Plaintiff will fairly and adequately represent and
13 protect the interests of the class. Plaintiff understands the obligations as a class
14 representative and is willing and able to fulfill them. Plaintiff's counsel is competent
15 and experienced in litigating employment class actions and complex litigation
16 matters like this.
- 17 e. Superiority of Class Action: A class action is superior to other available means for
18 the efficient adjudication of this controversy. Class action treatment will allow
19 similarly situated persons to pursue the claims in a manner that is most efficient and
20 economical.
- 21 f. Public Policy Considerations: Employees are often afraid to assert their rights out of
22 fear of retaliation; thus, class actions provide the class members with anonymity that
23 allows for vindication of rights while protecting privacy.

24 25. There are common questions of law and fact including but not limited to:

- 25 a. Whether Defendants failed to provide lawful meal and rest breaks in violation of
26 Labor Code sections 226.7 and 512 and Wage Order 5;
- 27 b. Whether Defendants failed to pay meal and rest period premiums at the correct
28 regular rate in violation of Labor Code sections 226.7 and 204;

- c. Whether Defendants failed to pay all wages owed for work performed in violation of Labor Code sections 204, 223, and 1194;
- d. Whether Defendants failed to pay all overtime and double-time wages at the correct rates in violation of Labor Code sections 510, 1194, and 204;
- e. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;
- f. Whether Defendants violated Labor Code sections 201-203 by failing to timely pay all final wages owed;
- g. Whether Defendants engaged in unfair competition in violation of Business and Professions Code section 17200 et seq.; and
- h. The amount of damages, wages, and penalties owed to Plaintiff and the class.

PAGA ALLEGATIONS

26. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

27. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

28. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

29. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition

1 to any other penalties to which the employee may be entitled.

2 30. On December 22, 2025, Plaintiff provided written notice by online filing to the LWDA and
3 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
4 violated by Defendants, including the facts and theories to support the alleged violations.

5 31. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
6 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
7 PAGA Penalties on behalf of all Aggrieved Employees.

8 32. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
9 and former, who were employed by Defendants within one year prior to December 22, 2025,
10 through final disposition of this action.”

11 **FIRST CAUSE OF ACTION**

12 **Failure to Provide Compliant Meal Periods**

13 **By Plaintiff Against All Defendants**

14 33. Plaintiff incorporates by reference the paragraphs above.

15 34. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
16 employee for a work period of more than five hours per day without providing the employee with a
17 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
18 without providing the employee with a second meal period of not less than 30 minutes”.

19 35. An employer provides compliant meal breaks to its employees “if it relieves its employees
20 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
21 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
22 1004, 1040 (2012)).

23 36. Not only must an employer affirmatively relieve its employees of all duty during their meal
24 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
25 (*Brinker*, supra).

26 37. Defendants failed to provide Plaintiff and the Class Members with compliant meal breaks as
27 alleged herein.

28 ///

1 38. For each day that Defendants failed to provide Plaintiff and the Class Members with a
2 compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code
3 section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class Members' regular
4 rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

5 39. Defendants failed to pay premium pay at Plaintiff's and the Class Members' regular rate of
6 pay for each day a meal break was missed.

7 40. Plaintiff and the Class Members are therefore entitled to recover premium pay for missed
8 meal breaks, interest, penalties, attorney fees, and costs.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 41. Plaintiff incorporates by reference the paragraphs above.

13 42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 43. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 44. Defendants failed to provide Plaintiff and the Class Members with compliant rest breaks as
20 alleged herein.

21 45. For each day that Defendants failed to provide Plaintiff and the Class Members with a
22 compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code
23 section 226.7(c), which is one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v.*
24 *Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

25 46. Defendants failed to pay premium pay at Plaintiff's and the Class Members' regular rate of
26 pay for each day a rest break was missed.

27 47. Plaintiff and the Class Members are therefore entitled to recover premium pay for missed
28 rest breaks, interest, penalties, attorney fees, and costs.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay All Overtime Owed**

3 **By Plaintiff Against All Defendants**

4 48. Plaintiff incorporates by reference the paragraphs above.

5 49. Labor Code sections 510, 1194, 558, and 204 require employers to compensate non-exempt
6 employees for overtime work. Labor Code section 510 provides that employees must be paid at one
7 and one-half times the regular rate of pay for all hours worked in excess of eight hours in one
8 workday, or in excess of 40 hours in one workweek, or for the first eight hours worked on the
9 seventh consecutive day of work in a workweek. Labor Code section 510 further provides that
10 employees must be paid at double the regular rate of pay for all hours worked in excess of 12 hours
11 in one workday or for all hours worked in excess of eight hours on the seventh consecutive day of
12 work in a workweek.

13 50. Defendants failed to pay Plaintiff and the Class Members all overtime and double-time
14 wages owed as alleged herein. During the initial period of her employment, Plaintiff regularly
15 worked approximately 55 hours per week. Plaintiff routinely worked 12-hour shifts that entitled her
16 to overtime and double-time compensation.

17 51. Defendants' Human Resources personnel admitted to Plaintiff on multiple occasions that
18 they had made errors on Plaintiff's overtime pay. Rather than immediately correcting these errors,
19 Defendants stated that the errors would be corrected on a future paycheck.

20 52. Additionally, when Defendants paid overtime compensation to Plaintiff and the Class
21 Members, Defendants calculated such overtime at Plaintiff's simple base hourly rate and failed to
22 properly calculate Plaintiff's regular rate of pay by including all rates of pay (\$16.50 and \$20.00 per
23 hour) and additional compensation that should have been included in the regular rate calculation.

24 53. Defendants failed to pay Plaintiff and the Class Members all overtime wages owed as
25 alleged herein.

26 54. Plaintiff and the Class Members are therefore entitled to recover all unpaid overtime wages,
27 liquidated damages, interest, penalties, attorney fees, and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Earned**

3 **By Plaintiff Against All Defendants**

4 55. Plaintiff incorporates by reference the paragraphs above.

5 56. Labor Code sections 204, 223, and 1194 require employers to pay employees all wages
6 earned for all work performed at the agreed-upon rate of compensation.

7 57. Defendants failed to pay Plaintiff and the Class Members all wages owed for lead work
8 performed as alleged herein. Plaintiff was promoted to a lead position at a rate of \$20.00 per hour.
9 However, Defendants only paid Plaintiff the \$20.00 lead rate on certain days while paying her the
10 lower \$16.50 base rate on other days.

11 58. Despite receiving different rates of pay, Plaintiff consistently performed all lead duties and
12 responsibilities on a daily basis, including supervising staff members, managing shift operations,
13 handling employee call-ins and finding replacements, and resolving staff issues throughout her
14 shifts. Plaintiff "always did my job as a lead" regardless of whether she was being paid the lead rate
15 or the base rate.

16 59. As a result of Defendants' practice of paying Plaintiff the base rate of \$16.50 per hour when
17 she was performing lead work that should have been compensated at \$20.00 per hour, Defendants
18 systematically underpaid Plaintiff \$3.50 per hour for all lead work actually performed.

19 60. Defendants failed to pay Plaintiff and the Class Members for all wages earned as alleged
20 herein.

21 61. Plaintiff and the Class Members are therefore entitled to recover all unpaid wages,
22 liquidated damages, interest, penalties, attorney fees, and costs.

23 **FIFTH CAUSE OF ACTION**

24 **Wage Statement Penalties**

25 **By Plaintiff Against All Defendants**

26 62. Plaintiff incorporates by reference the paragraphs above.

27 63. Labor Code section 226(a) requires employers to provide itemized wage statements to its
28 employees that identify accurate information regarding their compensation. Defendants, as a matter

1 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
2 statements to Plaintiff and the Class Members in violation of Labor Code section 226(a).

3 64. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class
4 Members were inaccurate and incomplete. Specifically, the wage statements failed to list total
5 wages owed, including missing meal and rest period premiums, underpaid overtime compensation,
6 and underpaid lead wages. The wage statements listed incorrect hours worked, showed incorrect
7 rates of pay, and showed incorrect gross wages, including at the time of Plaintiff's separation from
8 employment. Defendants' Human Resources personnel acknowledged these payroll errors as "mess-
9 ups." The premiums and overtime that Defendants calculated were based off incorrect rates, making
10 the wage statements materially inaccurate.

11 65. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff and the Class Members in that Plaintiff and the Class Members were unable to accurately
14 verify and/or calculate their wages owed.

15 66. Plaintiff and the Class Members are therefore entitled to the recovery of wage statement
16 penalties, attorney fees, and costs.

17 **SIXTH CAUSE OF ACTION**

18 **Waiting Time Penalties**

19 **By Plaintiff and the Waiting Time Subclass Against All Defendants**

20 67. Plaintiff incorporates by reference the paragraphs above.

21 68. Labor Code sections 201 and 202 require that an employer provide an employee with all
22 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
23 employee's resignation.

24 69. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
25 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
26 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
27 thirty days.

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1 70. As alleged herein, because Defendants willfully failed to pay all wages owed to Plaintiff and
2 the Waiting Time Subclass Members during employment, including the meal and rest period
3 premiums, overtime and double-time wages, and lead wages alleged in the previous causes of
4 action, it follows that Defendants also failed to pay all wages due at the conclusion of employment.
5 Specifically, Plaintiff was terminated by telephone on or about October 7, 2025, but Defendants
6 issued Plaintiff's final paycheck on a subsequent regular payday rather than immediately upon
7 termination. Furthermore, Plaintiff's final wages excluded all unpaid meal and rest period
8 premiums, all overtime and double-time compensation owed, and all underpaid lead wages.
9 Defendants' failure to pay all wages due at the conclusion of employment was willful.

10 71. Plaintiff and the Waiting Time Subclass Members are therefore entitled to the recovery of
11 waiting time penalties, interest, attorney fees, and costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Violation of Unfair Competition Law**

14 **By Plaintiff Against All Defendants**

15 72. Plaintiff incorporates by reference the paragraphs above.

16 73. Defendants' conduct described herein constitutes unfair competition.

17 74. Specifically, Defendants have gained an unfair advantage over other similarly situated
18 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
19 owed.

20 75. Pursuant to Business and Professions Code 17203, Plaintiff and the Class Members are
21 entitled to restitution of all wrongfully withheld wages.

22 76. Plaintiff and the Class Members may recover attorney fees pursuant to Code of Civil
23 Procedure section 1021.5.

24 **EIGHTH CAUSE OF ACTION**

25 **Private Attorneys General Act**

26 **By Plaintiff and the Aggrieved Employees Against All Defendants**

27 77. Plaintiff incorporates by reference the paragraphs above.

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1 78. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
2 violation(s) of the Labor Code.

3 79. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

4 80. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
5 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
6 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

7 81. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
8 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
9 the penalties in Labor Code section 2699 apply.

10 82. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
11 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
12 sections 1197.1 and 2699 apply.

13 83. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
14 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
15 sections 558, 1197.1, and 2699 apply.

16 84. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
17 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
18 and 2699 apply.

19 85. With respect to violations of Labor Code section 203 for failure to pay all wages due to
20 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
21 Labor Code section 2699 apply.

22 86. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
23 to Labor Code section 2699(g).

24 **PRAYER FOR RELIEF**

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

26 As to Causes of Action One Through Eight

- 27 1. Class certification
28 2. Appointment of Plaintiff as class representative

1 3. Appointment of Plaintiff's Counsel as class counsel

2 First Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code section 226.7

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Second Cause of Action

9 1. Damages and/or penalties pursuant to Labor Code section 226.7

10 2. Interest

11 3. Attorneys' fees

12 4. Costs

13 5. Other relief the court deems proper

14 Third Cause of Action

15 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

16 2. Liquidated damages

17 3. Interest

18 4. Attorneys' fees

19 5. Costs

20 6. Other relief the court deems proper

21 Fourth Cause of Action

22 1. Damages and/or penalties pursuant to Labor Code sections 204, 223, and 1194

23 2. Liquidated damages

24 3. Interest

25 4. Attorneys' fees

26 5. Costs

27 6. Other relief the court deems proper

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1 Fifth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action

- 7 1. Penalties pursuant to Labor Code section 203
8 2. Interest
9 3. Attorneys' fees
10 4. Costs
11 5. Other relief the court deems proper

12 Seventh Cause of Action

- 13 1. Restitution of all wrongfully withheld wages
14 2. Attorneys' fees pursuant to Code of Civil Procedure section 1021.5
15 3. Costs
16 4. Other relief the court deems proper

17 Eighth Cause of Action

- 18 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
19 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
20 violate the California Labor Code in the manner alleged herein
21 3. Attorneys' fees
22 4. Costs
23 5. Other relief the court deems proper

24
25 DATED: March 4, 2026

FRONTIER LAW CENTER

Rebecca Harteker

REBECCA HARTEKER

Attorney for Plaintiff,
individually and on behalf of all
others similarly situated

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: March 4, 2026

FRONTIER LAW CENTER

Rebecca Harteker

REBECCA HARTEKER

Attorney for Plaintiff,
individually and on behalf of all
others similarly situated

PROOF OF SERVICE

**IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

Case No. 25CVP-0484

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action. My business address is Frontier Law Center, 6200 Canoga Ave., Suite 470, Woodland Hills, CA 91367.

On March 4, 2026, I served the foregoing document(s) described as set forth below on the interested parties in this action, as follows:

Document(s) Served:

- **FIRST AMENDED CLASS ACTION COMPLAINT**

Service List:

NORTH COUNTY RESTAURANT GROUP LLC	8900 El Camino Real Atascadero, CA 93422 <i>Defendant</i>
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☒ (BY MAIL) I enclosed a true copy of the above document(s) in a sealed envelope and placed said envelope in the mail at Woodland Hills, California. The envelope was addressed as above with postage thereon fully prepaid.

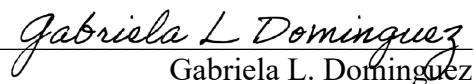
☐ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

☐ (BY ELECTRONIC MAIL) I emailed a .pdf copy of the above documents to the email address(es) listed above, pursuant to an agreement with said parties to accept service via email.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

EXECUTED at Woodland Hills, California on March 4, 2026


Gabriela L. Dominguez