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FILED
Superior Court of California
County of Los Angeles
04/06/2026

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Attorneys for Plaintiff
FERNANDO MENDOZA, individually, and on behalf of all
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

FERNANDO MENDOZA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ROMANA PIER, LLC, a California limited
liability company; SM PIER HOLDINGS, LLC,
a Florida limited liability company; EARL
ENTERPRISES, INC., a Florida corporation;
and DOES 1 through 25, inclusive,

Defendants.

) Case No. 25STCV38149

) **FIRST AMENDED CLASS AND**
) **REPRESENTATIVE ACTION**
) **COMPLAINT FOR:**

) **1. FAILURE TO PAY EARNED WAGES;**
) **2. FAILURE TO PAY HOURLY WAGES**
) **FOR ALL HOURS WORKED;**
) **3. FAILURE TO PAY OVERTIME**
) **COMPENSATION;**
) **4. FAILURE TO PROVIDE MEAL**
) **PERIODS;**
) **5. FAILURE TO PROVIDE REST**
) **PERIODS;**
) **6. FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**
) **7. FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **8. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **9. UNFAIR BUSINESS PRACTICES;**
) **AND**
) **10. VIOLATIONS OF THE PRIVATE**
) **ATTORNEYS GENERAL ACT OF 2004.**

) DEMAND FOR JURY TRIAL

) Judge: Hon. Elaine Lu
) Dept: 9

) Action Filed: December 22, 2025



COMES NOW Plaintiff FERNANDO MENDOZA (“Plaintiff”), individually and on behalf of all others similarly situated, asserts claims against Defendants ROMANA PIER, LLC, a California limited liability company; SM PIER HOLDINGS, LLC, a Florida limited liability company; EARL ENTERPRISES, INC., a Florida corporation; and DOES 1 through 25 inclusive, and hereby alleges as follows:

INTRODUCTION AND FACTUAL BACKGROUND

1. Plaintiff Fernando Mendoza (“Plaintiff”), individually, and on behalf of all others similarly situated (the “Class Members”) bring this class action complaint (“Complaint”) against Defendants Romana Pier, LLC, SM Pier Holdings, LLC, Earl Enterprises, Inc., and Does 1 through 25 (“Defendants”) pursuant to Code of Civil Procedure § 382.

2. Defendant Romana Pier, LLC, owns and operates at least one restaurant in California, including restaurants in this County. To conduct its business, Defendant Romana Pier, LLC, employs nonexempt employees, including waitstaff, hosts, bussers, cooks, and other similar positions.

3. Defendant SM Pier Holdings, LLC, owns and operates at least one restaurant in California, including restaurants in this County. To conduct its business, Defendant SM Pier Holdings, LLC, employs nonexempt employees, including waitstaff, hosts, bussers, cooks, and other similar positions.

4. Defendant Earl Enterprises, Inc., owns and operates several restaurants in California, including restaurants in this County. To conduct its business, Defendant Earl Enterprises, Inc., employs nonexempt employees, including waitstaff, hosts, bussers, cooks, and other similar positions. (<https://www.earlenterprise.com/>)

5. During the past four years of the filing of this Complaint, Defendants employed nonexempt employees and other similar positions.

6. During the past four years of the filing of this Complaint, Defendants failed to pay Class Members (as defined below) all their earned wages in violation of the California Labor Code and the applicable Wage Order. Based on information and belief, Defendants: (a) failed to pay Class Members for all minimum wages; (b) failed to pay Class Members for all overtime wages; (c)



1 failed to provide compliant meal periods; and (d) failed to provide compliant rest periods.

2 7. During the past four years of the filing of this Complaint, Class Members worked
3 shifts in excess of five (5) and ten (10) hours a day, entitling them to first and second meal periods
4 of at least thirty (30) minutes each. However, Class Members were routinely denied duty-free,
5 uninterrupted meal periods of at least thirty (30) minutes. As a result, Class Members often missed
6 their meal periods, or the meal periods were cut short, or the meal periods were taken late.
7 Defendants did not pay Class Members an additional hour of pay for these meal period violations.
8 Defendants therefore violated Labor Code §§ 226.7, 512(a), 1198, and the applicable Wage Order.

9 8. During the past four years of the filing of this Complaint, Class Members worked
10 shifts of 4 hours or major fraction thereof without receiving rest periods of at least 10 minutes' rest
11 time and Defendants failed to compensate the Class Members for these missed rest periods in
12 violation of Labor Code §§ 226.7, 1198, and the applicable Wage Order.

13 9. Defendants knowingly and intentionally failed to provide Class Members with
14 timely and accurate wage statements in violation of Labor Code §§ 226, 1174(d), 1198 and the
15 applicable Wage Order.

16 10. On information and belief, Plaintiff alleges that Defendants applied the same policies
17 described above to all other members of the proposed Class. As alleged below, these uniform policies,
18 practices and procedures violated California's labor laws and constituted unfair, fraudulent or illegal
19 business practices under Business & Professions Code § 17200, *et seq.*

20 **PARTIES, JURISDICTION AND VENUE**

21 11. Plaintiff was employed by Defendants as a nonexempt hourly waiter or similar
22 position for over four years prior to the filing of this Complaint, until his employment ended on or
23 around December 12, 2025.

24 12. Defendant Romana Pier, LLC, is a California limited liability company
25 headquartered at 4700 Millenia Blvd., Suite 400, Orlando, FL 32839, and operates restaurants
26 throughout the State of California, including multiple restaurants in this County.

27 13. Defendant SM Pier Holdings, LLC, is a Florida limited liability company
28 headquartered at 4700 Millenia Blvd., Suite 400, Orlando, FL 32839, and operates restaurants



1 throughout the State of California, including multiple restaurants in this County.

2 14. Defendant Earl Enterprises, Inc., is a Florida corporation headquartered at 5321
3 Fairmont St., Jacksonville, FL 32207, and operates restaurants throughout the State of California,
4 including multiple restaurants in this County.

5 15. Plaintiff does not know the true names or capacities of the Defendants sued herein
6 as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under such fictitious
7 names. Plaintiff is informed and believes, and based thereon, alleges that each of said fictitious
8 Defendants are and were responsible in some manner for the injuries complained of herein. Plaintiff
9 will amend this Complaint to identify such fictitiously-named Defendants pursuant to Code of Civil
10 Procedure § 474 once their identities become known.

11 16. The relief sought by Plaintiff on behalf of himself and the Class defined below
12 exceeds the minimal jurisdictional limits of the Superior Court and will be established according
13 to proof at trial. The Court has personal jurisdiction over each of the parties because they are either
14 citizens of this State, doing business in this State or otherwise have minimum contacts with this
15 State.

16 17. Venue is proper in this County because this Court has jurisdiction over Defendants
17 and, based on information and belief, Defendants have restaurants located in this County.

18 18. Plaintiff is informed and believes and, based thereon, alleges that Defendants were
19 at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or
20 common enterprise, and acting within the course and scope of, and in pursuance of, said joint
21 venture, partnership, association or common enterprise. Furthermore, Plaintiff is informed and
22 believes and, based thereon, alleges that at all times relevant hereto Defendants conspired together
23 in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect
24 to, the commission of the acts complained of herein. Defendants are therefore jointly and severally
25 liable for the injuries complained of herein.

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CLASS ALLEGATIONS

19. Plaintiff brings this action pursuant to Code of Civil Procedure § 382 on behalf of himself and the Class Members defined below. The Class is comprised of and defined as:

All current and former non-exempt employees who worked for Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint until final Judgment.

20. Plaintiff reserves the right to establish subclasses as appropriate (e.g., meal period subclass, separation pay subclass).

21. There exists a well-defined community of interest among the Class, and the Class is readily ascertainable.

22. The members of the Class are so numerous that joinder of all members in a single action would not be feasible or practical, and the amount of individual damages is not large enough to make individual lawsuits by each class member practical or feasible. Plaintiff is informed and believes and based upon such information and belief alleges that there are in excess of 500 members of the Class.

23. Plaintiff's claims are typical of the claims of the rest of the Class, and Plaintiff and his counsel will fairly and adequately represent the interests of the Class.

24. Common issues of fact and/or law predominate in this action over any allegedly individual issues. Specifically, the following common questions of fact or law predominate and make this action superior to individual actions:

- (i) whether Defendants violated Labor Code §§ 204, 210, and applicable Wage Order by failing to pay wages for all hours worked;
- (ii) whether Defendants violated Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, and applicable Wage Order by failing to pay the minimum wage for all hours worked;
- (iii) whether Defendants violated Labor Code §§ 510, 1198, and applicable Wage Order by failing to pay overtime compensation for all overtime hours worked;



- 1 (iv) whether Defendants violated Labor Code §§ 226.7, 512(a), 1198, and applicable
2 Wage Order by failing to provide first and second meal periods of at least thirty
3 (30)-minutes when the shifts exceeded five (5) and ten (10) hours of work, and not
4 compensating employees with one hour of pay at the employees' regular rate of
5 compensation and/or prevailing wage rate for each workday that meal periods were
6 not provided;
- 7 (v) whether Defendants violated Labor Code § 226.7 and applicable Wage Order by
8 failing to provide daily rest periods of ten minutes per four hours or major fraction
9 thereof worked when the shift exceeded three-and-a half hours and by failing to
10 compensate employees one hour's regular wages and/or prevailing wage rates in
11 lieu of rest periods;
- 12 (vi) whether Defendants violated Labor Code §§ 226(a), 1174(d), 1198, and applicable
13 Wage Order by failing to provide and maintain timely and accurate itemized wage
14 statements;
- 15 (vii) whether Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely
16 pay Class Members all wages due upon termination or within seventy-two (72) of
17 resignation; and
- 18 (viii) whether Defendants' practices constitute unfair, fraudulent, or illegal business
19 practices under Business and Professions Code § 17200, *et seq.*

20 25. California labor laws under which Plaintiff asserts the following causes of action on
21 behalf of himself and the rest of the Class are broadly remedial in nature. These labor laws serve
22 an important public interest in establishing minimum working conditions and standards in
23 California. They furthermore protect employees from exploitation by employers who may seek to
24 take advantage of their superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The class action mechanism is a particularly efficient and appropriate
26 procedure to redress the injuries alleged herein. If each employee in the Class was required to file
27 an individual action, Defendants would be able to use their superior financial and legal resources
28 to gain an unfair advantage over each individual class member. Moreover, requiring each class



1 member to pursue an individual action would also discourage the assertion of meritorious causes
2 of action by employees who would likely be disinclined to file such individual actions due to a
3 justifiable fear of retaliation and damage to their careers at subsequent employment.

4 26. In addition, even if feasible, individual actions by each Class member would create
5 a substantial risk (i) of inconsistent or varying adjudications with respect to the claims of each Class
6 Member against Defendants, that in turn could establish potentially incompatible standards of
7 conduct for Defendants, and/or (ii) of adjudications with respect to individual Class Members that
8 would, as a practical matter, be dispositive of the interests of the other Class Members.
9 Furthermore, the claims of each individual Class member are not sufficiently large enough to make
10 it economically feasible to bring each Class member's claims on an individual basis.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY EARNED WAGES**

13 **AGAINST ALL DEFENDANTS**

14 **(Cal. Labor Code §§ 204 and 210; applicable Wage Order)**

15 27. Plaintiff realleges and incorporates herein by this reference each of the allegations
16 set forth above.

17 28. Defendants failed to pay Class Members all of their earned wages as required by the
18 Labor Code and applicable Wage Order.

19 29. Class Members have been deprived of their rightfully earned wages as a direct and
20 proximate result of Defendants' failure to pay said compensation. Class Members are entitled to
21 recover such amounts, plus interest thereon, attorney's fees and costs.

22 30. In addition, Class Members are entitled to penalties pursuant to Labor Code § 210
23 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each Class Member;
24 and (2) for each of Defendants' subsequent violations, or any willful or intentional violation, \$200
25 for each failure to pay each Class Member, plus 25 percent of the amount unlawfully held.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY AN HOURLY WAGE FOR EACH AND EVERY HOUR WORKED**
3 **AGAINST ALL DEFENDANTS**

4 **(Cal. Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, and 1198; applicable Wage Order)**

5 31. Plaintiff alleges and incorporates herein by this reference each and every allegation
6 set forth in all previous paragraphs of this Complaint.

7 32. Under Labor Code § 1194, employees must be separately paid an hourly wage for
8 each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d 1001, 1007 (S.D. Cal.
9 2012). A California employer cannot average an employee's compensation over the total number
10 of hours worked to determine compliance with minimum wage obligations. *Armenta v. Osmose,*
11 *Inc.*, 135 Cal.App.4th 314, 323-324 (2005) (employees must be compensated the minimum wage
12 for "non-productive time"); *Cardenas v. McLane FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-
13 1253 (C.D. Cal. 2011) (employees must be paid a separate hourly rate for pre-and-post shift duties
14 not covered by the piece-rate formula); *Balasanyan, supra*, 913 F.Supp.2d at p. 1007; *Gonzalez v.*
15 *Downtown LA Motors, LP*, 215 Cal.App.4th 36, 48-49 (2013) (employees paid on a piece-rate basis
16 must be paid a separate hourly rate for "non-repair tasks"). "The *Armenta* line of cases is quite
17 clear: employees must be directly compensated at least minimum wage for all time spent on
18 activities that do not allow them to *directly* earn wages." *Balasanyan, supra*, 913 F.Supp.2d at 1007
19 (emphasis added).

20 33. As alleged above, Defendants deprived Class Members of an hourly wage for all
21 non-overtime hours worked. Under Labor Code § 1194, Class Members are entitled to recover such
22 amounts, plus interest thereon, reasonable attorney's fees, and costs, and penalties.

23 34. In addition, under Labor Code § 1194.2, Class Members are entitled to recover
24 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest
25 thereon.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME COMPENSATION**

3 **AGAINST ALL DEFENDANTS**

4 **(Cal. Labor Code §§ 510, 1194 and 1198; applicable Wage Order)**

5 35. Plaintiff realleges and incorporates herein by this reference each and every
6 allegation set forth in all previous paragraphs of this Complaint.

7 36. Defendants employed Class Members for more than eight (8) hours per day and
8 more than forty (40) hours per workweek, but Defendants failed to pay them overtime
9 compensation as required by the Labor Code and applicable Wage Order.

10 37. Defendants thus required Class Members to work for longer hours than those fixed,
11 or under conditions prohibited, by order of the IWC, in violation of those orders.

12 38. Defendants deprived Class Members of their rightfully earned overtime
13 compensation as a direct and proximate result of Defendants' failure to pay for all hours Class
14 Members actually worked. Under Labor Code § 1194, Class Members are entitled to recover such
15 amounts, plus interest thereon, attorney's fees and costs, and penalties.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL BREAKS**

18 **AGAINST ALL DEFENDANTS**

19 **(Cal. Labor Code §§ 226.7, 512(a), and 1198; applicable Wage Order)**

20 39. Plaintiff realleges and incorporates herein by this reference each and every
21 allegation set forth in all previous paragraphs of this Complaint.

22 40. The Labor Code and the Wage Order provide that employees are entitled to
23 uninterrupted, off-the-clock meal periods of not less than thirty (30)-minutes for every five (5)
24 hours worked. The Labor Code and applicable Wage Order also require the employer to pay the
25 employee one (1) hour at the employee's regular rate of compensation and/or prevailing wage rate
26 for each day that the employer does not provide at least one required meal period.

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1 48. The remedy provided for in Labor Code § 226.7 constitutes a wage, and Class
2 Members are entitled to interest thereon. *See Murphy, supra*, 40 Cal.4th at 1099-1100.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE AND MAINTAIN ACCURATE AND ITEMIZED WAGE**

5 **STATEMENTS**

6 **AGAINST ALL DEFENDANTS**

7 **(Cal. Labor Code §§ 226, 1174(d), and 1198; applicable Wage Order)**

8 49. Plaintiff realleges and incorporates herein by this reference each and every
9 allegation set forth in all previous paragraphs of this Complaint.

10 50. Labor Code § 226(a) required Defendants, “semimonthly or at the time of each
11 payment of wages,” to furnish their workers with “an accurate itemized statement in writing”
12 showing gross and net wages earned, total hours worked by the employee, rates of pay, and other
13 information. Defendants knowingly and intentionally failed to provide their workers with such
14 timely and accurate wage and hour statements.

15 51. Class Members suffered injury as a result of Defendants’ knowing and intentional
16 failure to provide their workers with the wage and hour statements required by law.

17 52. Under Labor Code § 226(e) and (t), and based on Defendants’ conduct as alleged
18 herein, Class Members are entitled to (a) \$50 for the initial pay period in which a wage and hour
19 statement violation occurred, and \$100 per employee for each violation in a subsequent pay period,
20 not exceeding an aggregate penalty of four thousand dollars \$4,000; (b) injunctive relief to ensure
21 Defendants’ compliance with Labor Code § 226; and (c) an award of costs and reasonable attorney’s
22 fees.

23 53. Moreover, as a result of Defendants’ conduct, Class Members have suffered actual
24 damages in that, among other things, the lack of accurate wage statements hindered Class Members
25 from determining the correct amount of wages owed to them and the legal entity that actually
26 employs them. The absence of accurate wage statements has caused Class Members time, money,
27 and energy in attempting to reconstruct time and pay records and resulted in the submission by
28 Defendants of inaccurate information about wages and deductions. As a result of Defendants’



1 failure to provide Class Members with timely and accurate wage statements, Class Members are
2 entitled to recover the aggregate sum according to proof, of all actual damages they suffered.

3 54. Defendants' conduct also entitles Class Members to seek preliminary and
4 permanent injunctive relief including, but not limited to, an order that Defendants issue wage and
5 hour statements to their workers that comply with Labor Code § 226.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 **AGAINST ALL DEFENDANTS**

9 **(Cal. Lab. Code § 2802)**

10 55. Plaintiff realleges and incorporates herein by this reference each of the allegations set
11 forth above.

12 56. During the Class period, Labor Code § 2802 applied to Defendants' employment of
13 Plaintiff and Class Members. At all times relevant hereto, Labor Code § 2802 required that
14 employees, such as Class Members, are to be reimbursed for those lawful and necessary work-
15 related expenses or losses incurred in the direct discharge of duties during employment by
16 Defendants.

17 57. Plaintiff and Class Members were required to pay necessary work-related expenses in
18 the proper discharge of their employment duties.

19 58. Defendants' knowing and willful failure to reimburse lawful and necessary work-
20 related expenses and losses to Plaintiff and Class Members resulted in damage to them because, to
21 date, Defendants have not reimbursed Plaintiff and Class Members for those expenses they
22 incurred.

23 59. Plaintiff and Class Members are therefore entitled to lawful reimbursement for any and
24 all necessary work-related expenses, as provided in California Labor Code § 2802(b), incurred
25 during the direct discharge of their duties while employed by Defendants as well as accrued interest
26 on those expenses that were not reimbursed from the date the expenses were incurred.

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1 60. Plaintiff and Class Members are entitled to attorneys' fees and costs of suit pursuant to
2 section 2802(c) of the California Labor Code..

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES DUE AND PAYABLE AT SEPARATION**

5 **AGAINST ALL DEFENDANTS**

6 **(Cal. Lab. Code §§ 201-203)**

7 61. Plaintiff realleges and incorporates herein by this reference each of the allegations set
8 forth above.

9 62. During the Class period, Labor Code §§ 201 and 202 applied to Defendants'
10 employment of Plaintiff and Class Members. At all times relevant hereto, Labor Code § 201
11 provided that if an employer, such as Defendants, discharged an employee such as a Class Member,
12 the wages earned and unpaid at the time of discharge were due and payable immediately.

13 63. Furthermore, at all relevant times Labor Code § 202 provided and provides that if an
14 employee, such as a member of the Class, voluntarily leaves his or her employment, the wages
15 earned and unpaid must be paid by the employer within seventy-two (72) hours thereafter, unless
16 the employee has given seventy-two (72) hours previous notice of his or her intention to leave, in
17 which case the employee is entitled to receive his or her wages immediately at the time of quitting.

18 64. Plaintiff and other Class Members have left their position of employment at
19 Defendants' business during the Class period. However, Defendants willfully did not pay Plaintiff
20 and other Class Members all of the wages that were due to them within the time required by §§ 201
21 and 202. Defendants therefore violated those Labor Code sections.

22 65. During the Class period, Labor Code § 203 provided that if an employer, such as
23 Defendants, fails to pay any of the wages owed to an employee who is discharged or who quits, the
24 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
25 paid or until an action therefore is commenced, but the wages shall not continue for more than
26 thirty (30) days.

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66. Accordingly, Plaintiff and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day they were not paid, at their regular rate of pay, up to a maximum of thirty (30) days, plus interest, costs and reasonable attorneys' fees.

NINTH CAUSE OF ACTION
UNFAIR COMPETITION
AGAINST ALL DEFENDANTS
(Bus. & Prof. Code § 17200, *et seq.*)

67. Plaintiff realleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this Complaint.

68. Defendants' violations of the Labor Codes and applicable Wage Order constitute unfair business practices in violation of Business & Professions Code § 17200, *et seq.*

69. Plaintiff and other Class Members have suffered injury in fact and have lost money or property as a result of Defendants' unfair business practices, and Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and other Class Members.

70. Plaintiff and Class Members are entitled to immediate possession of all amounts owed, with interest.

71. Upon information and belief, Defendants have under-reported to federal and state authorities wages actually earned by Plaintiff, and all Class Members, and therefore have underpaid state and federal taxes, employer matching funds, unemployment premiums, Medicare and worker's compensation premiums. Such conduct is illegal under Business & Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

72. Defendants' unfair business practices entitle Plaintiff and other Class Members to seek preliminary and permanent injunctive relief including, but not limited to, orders that Defendants account for, disgorge, and restore to their workers the compensation unlawfully withheld.

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TENTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”)
IN VIOLATION OF LABOR CODE § 2698, *ET SEQ.*
(Against All Defendants)

73. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

74. At all times mentioned herein, Defendants employed Plaintiff.

75. Labor Code sections 2698-2699.5, in relevant part, provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for a violation of this code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

76. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged to have been violation, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

77. To the extent applicable, Plaintiff has satisfied in full the requirements of Labor Code section 2699.3. Plaintiff sent notice to Defendants and the LWDA on, as detailed further below, December 16, 2025, December 19, 2025, and January 13, 2026, detailing Defendants’ alleged Labor Code violations. In particular, Plaintiff’s notices alleged violations of Labor Code sections 98.6, 1102.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, 1197.5, 221, 224, 400 through 410, 351, 450, 245, 246, 246.5, 247, 248.5, 226.7, 512, 2810.5, 2802, 1174, 1174.5, 1175, 226, 226.3, 203, and 558, as well as violations of IWC Wage Order No. 5.

78. On December 16, 2025, Plaintiff submitted his PAGA Notice with the LWDA (Attached here to as “**Exhibit 1**”). On December 19, 2025, Plaintiff submitted his Amended PAGA Notice with the LWDA (Attached hereto as “**Exhibit 2**”). On January 13, 2026, Plaintiff



submitted his Second Amended PAGA Notice with the LWDA (Attached hereto as “**Exhibit 3**”). LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff’s notices.

79. Plaintiff is an “aggrieved employee” under PAGA because he was employed by Defendants during the applicable statutory PAGA period and suffered one (1) or more of the Labor Code violations set forth in this Complaint.

80. Plaintiff seeks to recover, on his behalf, on behalf of the State, and on behalf of all former and current aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore, class certification is not required.

81. Plaintiff seeks penalties pursuant to PAGA for the following Labor Code violations:

1. Labor Code §§ 98.6 and 1102.5 (Retaliation for Opposing Unlawful Wage Practices);
2. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
3. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
4. Labor Code §§ 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, and 1197.5 (Failure to Timely Pay Wages);
5. Labor Code §§ 221, 224, and 400–410, and IWC Wage Order No. 5 (Unlawful Deductions and Unlawful Shifting of Business Losses to Employees);
6. Labor Code §§ 351 and 450, and IWC Wage Order No. 5 (Unlawful Tip Misappropriation and Illegal Tip Pooling);
7. IWC Wage Order No. 5, § 5 (Failure to Pay Reporting Time Pay);
8. Labor Code §§ 245, 246, 246.5, 247, and 248.5 (Failure to Provide, Accrue, and Permit Use of Paid Sick Leave);
9. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
10. Labor Code § 2810.5 (Failure to Provide Notice to Employee);
11. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
12. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);



1 13. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage
2 Statements);

3 14. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at
4 Separation of Employment); and

5 15. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of
6 Work).

7 82. Labor Code section 2699 *et seq.*, including section 2699(f), provides for civil penalties,
8 including a default penalty of one hundred dollars (\$100) per aggrieved employee per pay period
9 for an initial violation and two hundred dollars (\$200) per aggrieved employee per pay period for
10 subsequent violations where no other civil penalty is specifically provided, subject to the Court's
11 discretion and any applicable limitations, reductions, or alternative penalty provisions under the
12 statute.

13 83. As a proximate result of the action and conduct described in the paragraphs above,
14 which constitute violations of certain Labor Code sections, Plaintiff and all other aggrieved
15 employees have been damaged in an amount according to proof at the time of trial and seek civil
16 penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

17 **PRAYER**

18 WHEREFORE, Plaintiff prays for Judgment on behalf of himself, the rest of the Class, and
19 aggrieved employees, against all Defendants, as follows:

20 **ON THE FIRST CAUSE OF ACTION**

- 21 1. For all unpaid earned wages;
- 22 2. For all actual, consequential, and incidental losses and damages, according to proof;
- 23 3. For prejudgment interest; and
- 24 4. For reasonable attorneys' fees and costs under Labor Code § 218.5.

25 **ON THE SECOND CAUSE OF ACTION**

- 26 1. For all underpaid wages;
- 27 2. For liquidated damages pursuant to Labor Code § 1194.2;
- 28 3. For prejudgment interest; and
4. For attorneys' fee and costs.



1 **ON THE THIRD CAUSE OF ACTION**

- 2 1. For unpaid overtime wages;
- 3 2. For prejudgment interest; and
- 4 3. For reasonable attorneys' fees and costs under Labor Code § 1194.

5 **ON THE FOURTH CAUSE OF ACTION**

- 6 1. For unpaid wage premiums for failing to provide compliant meal periods; and
- 7 2. For prejudgment interest.

8 **ON THE FIFTH CAUSE OF ACTION**

- 9 1. For unpaid wage premiums for failing to provide compliant rest periods; and
- 10 2. For prejudgment interest.

11 **ON THE SIXTH CAUSE OF ACTION**

- 12 1. For damages and penalties under Labor Code § 226(e); and
- 13 2. For reasonable attorneys' fees and costs under Labor Code § 226(e).

14 **ON THE SEVENTH CAUSE OF ACTION**

- 15 1. For the wages of each Class Member who is no longer employed by Defendants at
- 16 their regular daily rate up to a maximum of 30 days;
- 17 2. For prejudgment interest; and
- 18 3. For reasonable attorneys' fees.

19 **ON THE EIGHTH CAUSE OF ACTION**

- 20 1. For restitution of all unpaid wages, overtime and other monies withheld from
- 21 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or
- 22 fraudulent business practices; and
- 23 2. For reasonable attorneys' fees and costs under Code of Civil Procedure § 1021.5.

24 **ON THE TENTH CAUSE OF ACTION**

- 25 1. For civil penalties under the Private Attorneys General Act of 2004, Labor Code
- 26 section 2699 *et seq.*, including but not limited to: Default penalties under Labor Code section
- 27 2699(f), where applicable; any statutorily specified civil penalties for the underlying Labor Code
- 28 violations alleged herein; and any alternative or reduced penalties authorized under Labor Code



1 section 2699 et seq., as amended;

2 2. For allocation of civil penalties pursuant to Labor Code section 2699(i), with
3 seventy-five percent (65%) payable to the California Labor and Workforce Development Agency
4 and twenty-five percent (35%) payable to aggrieved employees;

5 3. For a reasonable award of attorneys' fees and costs pursuant to Labor Code section
6 2699(g)(1);

7 4. For injunctive and/or declaratory relief, as permitted by law, to ensure compliance
8 with the California Labor Code;

9 5. For penalties in an amount that is just, fair, and appropriate, consistent with Labor
10 Code section 2699(e)(2), including the Court's discretion to adjust penalties based on the nature,
11 seriousness, frequency, and persistence of the violations, and any efforts by Defendant to comply
12 with the law;

13 6. For all other relief authorized under Labor Code section 2699 *et seq.*, including any
14 relief the Court deems necessary to enforce the Labor Code and deter future violations.

15 **ON ALL CAUSES OF ACTION**

16 1. For certification of the action as a class action;

17 2. For attorneys appearing on the above caption to be named class counsel and for
18 Plaintiff to be appointed as the class representative;

19 3. A declaratory judgment that the practices complained of in this Complaint are
20 unlawful under California Law;

21 4. For reasonable attorneys' fees under the Labor Code and all related statutes,
22 including Code of Civil Procedure § 1021.5;

23 5. For civil penalties pursuant to the PAGA;

24 6. For costs of the suit incurred herein; and

25 7. For such further relief as the Court may deem appropriate.

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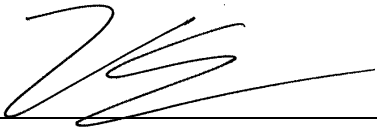
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1 Dated: April 6, 2026

KRING & ASSOCIATES, APC

2
3 By: 

4 Tyler D. Kring
5 Jeffrey T. Green
6 Attorneys for Plaintiff
7 FERNANDO MENDOZA, individually,
8 and on behalf of all others similarly
9 situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Dated: April 6, 2026

KRING & ASSOCIATES, APC

By: _____

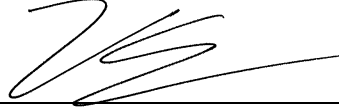

Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
FERNANDO MENDOZA, individually,
and on behalf of all others similarly
situated



EXHIBIT 1



December 16, 2025

VIA ELECTRONIC SUBMISSION

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Fernando Mendoza adv. Romana Pier, LLC, et al.

K&A Client: Fernando Mendoza

K&A File No.: 9501.0073

**Subject: Notice of Representative Action Pursuant to the Private
Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents Fernando Mendoza (“Mr. Mendoza” or “Plaintiff”). Pursuant to Labor Code sections 2698, *et seq.* and the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Mr. Mendoza’s former employer, Romana Pier, LLC (“Romana”); Seaside by the Pier (“Seaside”); SM Pier Holdings, LLC (“SM”); Earl Enterprises, Inc. (“EE”); Earl Enterprises Corporate, LLC (“EEC”); and any and all related entities (collectively referred to as “Defendants”) are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

To the extent that other entity and/or individual Defendants are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to, 558, 558.1, and 1197.1 – Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this Notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this Notice, to add any undiscovered violations of any of the provisions of the Labor Code – to the extent that are applicable – and to change and/or add the identities or any entities and/or individuals responsible for the violations contained herein.

STATEMENT OF FACTS

Plaintiff was employed by Defendants as a waiter at Defendants' Santa Monica, CA restaurant for nearly six (6) years until his employment was terminated by Defendants on or about December 12, 2025. At all times throughout Plaintiff's employment with Defendants, Defendants classified Plaintiff as a non-exempt employee. Plaintiff earned approximately \$17.00 per hour throughout the duration of his employment with Defendants.

Defendants are food service restaurant entities that owned and/or operated the restaurant location(s) at which Plaintiff was employed and did so in conjunction with, and under the control of, parent and joint employer EE, a national restaurant group that owns, operates, and controls numerous restaurant concepts, affiliated entities, and locations throughout California and the United States.

Neither at the time of Plaintiff's hire, nor any time thereafter, did Defendants provide Plaintiff with a written notice communicating the following: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including "dba" names used; the physical address of the employer's main office or principal place of business; the telephone number of the employer; contact information of the employer's workers' compensation insurance carrier; that employee may accrue and use sick leave, among other things related; and any other information the Labor Commissioner deems material and necessary.

Plaintiff is informed and believes that Defendants failed to provide and continue to fail to provide the requisite notice to employee to any of its non-exempt employees.

Plaintiff often worked over five (5) and six (6) hour shifts throughout the duration of his employment with Defendants. Despite this, Plaintiff would rarely, if ever, be permitted or given the opportunity to take compliant meal and/or rest periods despite being entitled to such. Moreover, on occasions which Plaintiff was clocked out for meal periods, meal periods were frequently interrupted requiring him to perform off-the-clock work. Defendant failed to provide Plaintiff with all meal and/or rest premiums of one (1) hours' worth of pay at Plaintiff's regular rate of pay in lieu of Defendants' non-compliant meal and rest periods.

Plaintiff is informed and believes that Defendants failed to provide and continue to fail to provide compliant meal and rest periods, or premiums in lieu thereof, to each of its current and/or former non-exempt employees.

Not only did Defendants fail to pay Plaintiff all wages due and payable at separation of employment, but Defendants still have not paid all wages due and payable to Plaintiff. Therefore, Plaintiff is entitled to the full thirty (30) days of waiting time penalties for Defendants' failure to pay all wages due and payable at separation of employment and civil penalties pursuant to PAGA.

As a result of the above, Defendants failed to pay all wages including reporting time pay, failed to timely pay wages, failed to provide meal and rest periods, failed to reimburse necessary

expenses, failed to maintain accurate records, failed to pay all wages due and payable at separation of employment, failed to provide accurate itemized wage statements, and failed to provide or accrue sick leave for Plaintiff and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Upon information and belief, all current and/or former non-exempt employees of Defendants are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the aggrieved employees were/are subject to similar, if not the same, violations as Plaintiff.

Therefore, Plaintiff hereby provides notice that she intends to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
3. Labor Code §§ 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, and 1197.5 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code § 2810.5 (Failure to Provide Notice to Employee);
6. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
7. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage Statements);
8. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment); and
9. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work).

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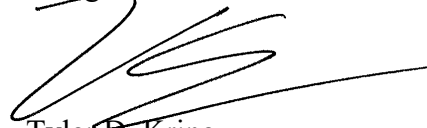
CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

If you have any questions to require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC



Tyler D. Kring
Jeffrey T. Green

(tkring@kringandassociates.com)
(jgreen@kringandassociates.com)
TDK/JTG

cc: Via Certified Mail

Romana Pier, LLC
Attn.: Human Resources
4700 Millenia Blvd, Ste 400
Orlando, FL 32839

Amanda Garcia
As Agent for Service of Process of Romana Pier, LLC
330 N Brand Blvd
Glendale, CA 91203

SM Pier Holdings, LLC
Attn.: Human Resources
4700 Millenia Blvd, Ste 400
Orlando, FL 32839

Amanda Garcia
As Agent for Service of Process of SM Pier Holdings, LLC
330 N Brand Blvd
Glendale, CA 91203

Attn.: PAGA Administrator
December 16, 2025
K&A File No.: 9501.0073
Page 5

Earl Enterprises, Inc.
Attn.: Human Resources
5321 Fairmont St
Jacksonville, FL 32207

Robert Earl Jr.
As Agent for Service of Process of Earl Enterprises, Inc.
5461 Grandview Dr
Jacksonville, FL 32211

EXHIBIT 2



December 19, 2025

VIA ELECTRONIC SUBMISSION

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Fernando Mendoza adv. Romana Pier, LLC, et al.

K&A Client: Fernando Mendoza

K&A File No.: 9501.0073

LWDA Case No.: LWDA-CM-1144285-25

**Subject: Amended Notice of Representative Action Pursuant to
the Private Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents Fernando Mendoza (“Mr. Mendoza” or “Plaintiff”). Pursuant to Labor Code sections 2698, *et seq.* and the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Mr. Mendoza’s former employer, Romana Pier, LLC (“Romana”); Seaside by the Pier (“Seaside”); SM Pier Holdings, LLC (“SM”); Earl Enterprises, Inc. (“EE”); Earl Enterprises Corporate, LLC (“EEC”); and any and all related entities (collectively referred to as “Defendants”) are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

To the extent that other entity and/or individual Defendants are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to, 558, 558.1, and 1197.1 – Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this Notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this Notice, to add any undiscovered violations of any of the provisions of the Labor Code – to the extent that are applicable – and to change and/or add the identities or any entities and/or individuals responsible for the violations contained herein.

STATEMENT OF FACTS

Plaintiff was employed by Defendants as a waiter at Defendants' Santa Monica, California restaurant for nearly six (6) years until his employment was terminated by Defendants on or about December 12, 2025. At all times throughout Plaintiff's employment with Defendants, Defendants classified Plaintiff as a non-exempt employee. Plaintiff earned approximately \$17.00 per hour throughout the duration of his employment with Defendants.

Defendants are food service restaurant entities that owned and/or operated the restaurant location(s) at which Plaintiff was employed and did so in conjunction with, and under the control of, parent and joint employer EE, a national restaurant group that owns, operates, and controls numerous restaurant concepts, affiliated entities, and restaurant locations throughout California and the United States.

Neither at the time of Plaintiff's hire, nor at any time thereafter, did Defendants provide Plaintiff with a written notice containing all information required by California Labor Code section 2810.5, including but not limited to: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including any "doing business as" names used; the physical address of the employer's main office or principal place of business; the employer's telephone number; the name, address, and telephone number of the employer's workers' compensation insurance carrier; notice that the employee may accrue and use paid sick leave; and any other information deemed material and necessary by the Labor Commissioner. Plaintiff is informed and believes that Defendants failed to provide and continue to fail to provide such written notice to Plaintiff and to other non-exempt employees.

Throughout Plaintiff's employment, Defendants maintained and enforced unlawful policies and practices requiring Plaintiff and other non-exempt employees to personally pay for customer walkouts, unpaid tabs, order mistakes, voided items, and other alleged business losses. On multiple occasions, Plaintiff was required to pay for entire tables of customers who left without paying. Defendants, through their General Manager, Jose Aguilar, explicitly told Plaintiff and other employees words to the effect of, "either you pay for it or you get a write-up." This practice was applied as a matter of policy and was not limited to isolated incidents.

When Plaintiff and other employees were required to pay for such losses, Defendants required payment in cash and permitted or required employees to use tips earned during the same shift to cover those losses. Defendants knowingly allowed and encouraged the use of employees' tip money to offset customer nonpayment and other business losses. At all relevant times, these losses were not the result of willful misconduct or dishonest acts by Plaintiff or other employees, but instead constituted ordinary business losses improperly shifted onto non-exempt employees.

In addition, during Plaintiff's employment, Defendants engaged in unlawful tip practices. Plaintiff is informed and believes that Defendants routinely removed a percentage of tips from Plaintiff's earnings even when Plaintiff was the sole service employee assigned to a table and

there were no runners, bussers, bartenders, or other service employees involved in the chain of service. Plaintiff complained to management that portions of his tips were being taken despite no other service employees participating in the service of customers. Plaintiff is informed and believes that Defendants retained a portion of employees' tips or distributed tips outside the lawful chain of service.

Plaintiff often worked shifts in excess of five (5) and six (6) hours throughout the duration of his employment. Despite this, Plaintiff would rarely, if ever, be permitted or given the opportunity to take compliant meal and/or rest periods, despite being entitled to such breaks. On occasions when Plaintiff was clocked out for meal periods, those meal periods were frequently interrupted, requiring Plaintiff to perform off-the-clock work. Defendants failed to pay Plaintiff all required meal and rest period premiums of one (1) hour of pay at Plaintiff's regular rate of pay in lieu of noncompliant meal and rest periods. Plaintiff is informed and believes that Defendants failed to provide compliant meal and rest periods, or premiums in lieu thereof, to Plaintiff and to other non-exempt employees.

Defendants also routinely failed to provide reporting time pay. On numerous occasions, Plaintiff reported to work as scheduled and was then instructed to clock out and leave early. Plaintiff frequently worked less than two (2) hours before being sent home and was paid only for the actual time worked, even when he worked as little as one (1) hour or one and one-half (1.5) hours. Plaintiff was often among the first employees selected to be sent home. Defendants failed to pay the minimum reporting time pay required by California law in these instances.

Throughout Plaintiff's employment, Defendants required Plaintiff to use his personal cellular phone for work-related purposes, including receiving communications from management regarding scheduling, operational matters, and other work-related issues. Defendants did not reimburse Plaintiff for any portion of his personal cell phone expenses, despite requiring and benefiting from such use.

Defendants further subjected Plaintiff to retaliatory and coercive practices related to wages. Plaintiff was disciplined, threatened with discipline, or issued written warnings when he questioned or resisted Defendants' unlawful demands that he pay for customer losses. Plaintiff signed at least one disciplinary write-up containing inaccurate information out of fear of losing his job. These disciplinary actions were used to coerce Plaintiff into forfeiting earned wages and tips.

As a result of Defendants' unlawful policies and practices, Defendants failed to maintain accurate payroll records and failed to provide accurate itemized wage statements reflecting all wages earned, all tips received and retained by employees, all deductions taken, and the correct gross and net wages owed. Cash payments taken from Plaintiff and other employees to cover customer losses were not reflected on wage statements, and tip confiscations were not accurately documented.

Not only did Defendants fail to pay Plaintiff all wages due and payable at separation of employment, but Defendants still have not paid all wages owed to Plaintiff, including but not limited to unpaid wages, unlawfully confiscated tips, unreimbursed business expenses, reporting

time pay, meal and rest period premiums, and other compensation earned during Plaintiff's employment. As a result, Plaintiff is entitled to the full thirty (30) days of waiting time penalties and civil penalties pursuant to the Private Attorneys General Act.

As a result of the foregoing, Defendants failed to pay all wages, including reporting time pay; failed to timely pay wages; failed to provide compliant meal and rest periods; failed to reimburse necessary business expenses; failed to maintain accurate payroll records; failed to pay all wages due at separation of employment; failed to provide accurate itemized wage statements; and failed to provide or properly accrue paid sick leave for Plaintiff and other non-exempt employees.

Upon information and belief, all current and former non-exempt employees of Defendants are aggrieved employees within the meaning of California Labor Code section 2699(c), and were subjected to similar, if not identical, unlawful policies and practices. Plaintiff therefore provides notice that he intends to seek civil penalties, in a representative capacity, on behalf of himself and all other aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 98.6 and 1102.5 (Retaliation for Opposing Unlawful Wage Practices);
2. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
3. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
4. Labor Code §§ 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, and 1197.5 (Failure to Timely Pay Wages);
5. Labor Code §§ 221, 224, and 400–410, and IWC Wage Order No. 5 (Unlawful Deductions and Unlawful Shifting of Business Losses to Employees);
6. Labor Code §§ 351 and 450, and IWC Wage Order No. 5 (Unlawful Tip Misappropriation and Illegal Tip Pooling);
7. IWC Wage Order No. 5, § 5 (Failure to Pay Reporting Time Pay);
8. Labor Code §§ 245, 246, 246.5, 247, and 248.5 (Failure to Provide, Accrue, and Permit Use of Paid Sick Leave);
9. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
10. Labor Code § 2810.5 (Failure to Provide Notice to Employee);

11. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
12. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
13. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage Statements);
14. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment); and
15. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

If you have any questions to require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC



Tyler D. Kring
Jeffrey T. Green

(tkring@kringandassociates.com)
(jgreen@kringandassociates.com)
TDK/JTG

cc: Via Certified Mail

Romana Pier, LLC
Attn.: Human Resources
4700 Millenia Blvd, Ste 400
Orlando, FL 32839

Amanda Garcia
As Agent for Service of Process of Romana Pier, LLC
330 N Brand Blvd

Glendale, CA 91203

SM Pier Holdings, LLC
Attn.: Human Resources
4700 Millenia Blvd, Ste 400
Orlando, FL 32839

Amanda Garcia
As Agent for Service of Process of SM Pier Holdings, LLC
330 N Brand Blvd
Glendale, CA 91203

Earl Enterprises, Inc.
Attn.: Human Resources
5321 Fairmont St
Jacksonville, FL 32207

Robert Earl Jr.
As Agent for Service of Process of Earl Enterprises, Inc.
5461 Grandview Dr
Jacksonville, FL 32211

EXHIBIT 3



January 13, 2026

VIA ELECTRONIC SUBMISSION

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Fernando Mendoza adv. Romana Pier, LLC, et al.
K&A Client: Fernando Mendoza
K&A File No.: 9501.0073
LWDA Case No.: LWDA-CM-1144285-25
**Subject: Second Amended Notice of Representative Action
Pursuant to the Private Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents Fernando Mendoza (“Mr. Mendoza” or “Plaintiff”). Pursuant to Labor Code sections 2698, *et seq.* and the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Mr. Mendoza’s former employer, Romana Pier, LLC (“Romana”); Seaside Pier, LLC (“SP”); Seaside by the Pier (“SBP”); Seaside on the Pier International, Inc. (“SOP.”); SM Pier Holdings, LLC (“SM”); SM Pier Holding, LLC (“SMPH”); Planet Hollywood, LLC (“PH”); Planet Hollywood International Inc. (“PHI”); Earl Enterprises, Inc. (“EE”); Earl Enterprises Corporate, LLC (“EEC”); Earl Enterprises Investments, LLC (“EEI”); and any and all related entities (collectively referred to as “Defendants”) are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

To the extent that other entity and/or individual Defendants are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to, 558, 558.1, and 1197.1 – Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this Notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this Notice, to add any undiscovered violations of any of

the provisions of the Labor Code – to the extent that are applicable – and to change and/or add the identities or any entities and/or individuals responsible for the violations contained herein.

STATEMENT OF FACTS

Plaintiff was employed by Defendants as a waiter at Defendants' Santa Monica, California restaurant for nearly six (6) years until his employment was terminated by Defendants on or about December 12, 2025. At all times throughout Plaintiff's employment with Defendants, Defendants classified Plaintiff as a non-exempt employee. Plaintiff earned approximately \$17.00 per hour throughout the duration of his employment with Defendants.

Defendants are food service restaurant entities that owned, operated, and/or controlled the restaurant location(s) at which Plaintiff and other Aggrieved Employees worked, and did so in conjunction with, and subject to the direction and control of, parent and joint employer EE, EEC, and EEI, a national restaurant group that owns, operates, and controls numerous restaurant concepts, affiliated entities, and restaurant locations throughout California and the United States. As reflected in Defendants' own personnel and payroll records, EE and its related entities exercised centralized control over core employment functions, including payroll administration, human resources systems, onboarding documentation, employment policies, and recordkeeping; identified themselves as the employer on federally required employment forms; and required employees to execute agreements expressly benefiting EE and its affiliated and related entities. Through this integrated and centralized employment structure, Defendants functioned as joint employers and/or a single, integrated enterprise with respect to Plaintiff and the Aggrieved Employees

Neither at the time of Plaintiff's hire, nor at any time thereafter, did Defendants provide Plaintiff with a written notice containing all information required by California Labor Code section 2810.5, including but not limited to: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including any "doing business as" names used; the physical address of the employer's main office or principal place of business; the employer's telephone number; the name, address, and telephone number of the employer's workers' compensation insurance carrier; notice that the employee may accrue and use paid sick leave; and any other information deemed material and necessary by the Labor Commissioner. Plaintiff is informed and believes that Defendants failed to provide and continue to fail to provide such written notice to Plaintiff and to other non-exempt employees.

Throughout Plaintiff's employment, Defendants maintained and enforced unlawful policies and practices requiring Plaintiff and other non-exempt employees to personally pay for customer walkouts, unpaid tabs, order mistakes, voided items, and other alleged business losses. On multiple occasions, Plaintiff was required to pay for entire tables of customers who left without paying. Defendants, through their General Manager, Jose Aguilar, explicitly told Plaintiff and other employees words to the effect of, "either you pay for it or you get a write-up." This practice was applied as a matter of policy and was not limited to isolated incidents.

When Plaintiff and other employees were required to pay for such losses, Defendants required payment in cash and permitted or required employees to use tips earned during the same shift to cover those losses. Defendants knowingly allowed and encouraged the use of employees' tip money to offset customer nonpayment and other business losses. At all relevant times, these losses were not the result of willful misconduct or dishonest acts by Plaintiff or other employees, but instead constituted ordinary business losses improperly shifted onto non-exempt employees.

In addition, during Plaintiff's employment, Defendants engaged in unlawful tip practices. Plaintiff is informed and believes that Defendants routinely removed a percentage of tips from Plaintiff's earnings even when Plaintiff was the sole service employee assigned to a table and there were no runners, bussers, bartenders, or other service employees involved in the chain of service. Plaintiff complained to management that portions of his tips were being taken despite no other service employees participating in the service of customers. Plaintiff is informed and believes that Defendants retained a portion of employees' tips or distributed tips outside the lawful chain of service.

Plaintiff often worked shifts in excess of five (5) and six (6) hours throughout the duration of his employment. Despite this, Plaintiff would rarely, if ever, be permitted or given the opportunity to take compliant meal and/or rest periods, despite being entitled to such breaks. On occasions when Plaintiff was clocked out for meal periods, those meal periods were frequently interrupted, requiring Plaintiff to perform off-the-clock work. Defendants failed to pay Plaintiff all required meal and rest period premiums of one (1) hour of pay at Plaintiff's regular rate of pay in lieu of noncompliant meal and rest periods. Plaintiff is informed and believes that Defendants failed to provide compliant meal and rest periods, or premiums in lieu thereof, to Plaintiff and to other non-exempt employees.

Defendants also routinely failed to provide reporting time pay. On numerous occasions, Plaintiff reported to work as scheduled and was then instructed to clock out and leave early. Plaintiff frequently worked less than two (2) hours before being sent home and was paid only for the actual time worked, even when he worked as little as one (1) hour or one and one-half (1.5) hours. Plaintiff was often among the first employees selected to be sent home. Defendants failed to pay the minimum reporting time pay required by California law in these instances.

Throughout Plaintiff's employment, Defendants required Plaintiff to use his personal cellular phone for work-related purposes, including receiving communications from management regarding scheduling, operational matters, and other work-related issues. Defendants did not reimburse Plaintiff for any portion of his personal cell phone expenses, despite requiring and benefiting from such use.

Defendants further subjected Plaintiff to retaliatory and coercive practices related to wages. Plaintiff was disciplined, threatened with discipline, or issued written warnings when he questioned or resisted Defendants' unlawful demands that he pay for customer losses. Plaintiff signed at least one disciplinary write-up containing inaccurate information out of fear of losing his job. These disciplinary actions were used to coerce Plaintiff into forfeiting earned wages and tips.

As a result of Defendants' unlawful policies and practices, Defendants failed to maintain accurate payroll records and failed to provide accurate itemized wage statements reflecting all wages earned, all tips received and retained by employees, all deductions taken, and the correct gross and net wages owed. Cash payments taken from Plaintiff and other employees to cover customer losses were not reflected on wage statements, and tip confiscations were not accurately documented.

Not only did Defendants fail to pay Plaintiff all wages due and payable at separation of employment, but Defendants still have not paid all wages owed to Plaintiff, including but not limited to unpaid wages, unlawfully confiscated tips, unreimbursed business expenses, reporting time pay, meal and rest period premiums, and other compensation earned during Plaintiff's employment. As a result, Plaintiff is entitled to the full thirty (30) days of waiting time penalties and civil penalties pursuant to the Private Attorneys General Act.

As a result of the foregoing, Defendants failed to pay all wages, including reporting time pay; failed to timely pay wages; failed to provide compliant meal and rest periods; failed to reimburse necessary business expenses; failed to maintain accurate payroll records; failed to pay all wages due at separation of employment; failed to provide accurate itemized wage statements; and failed to provide or properly accrue paid sick leave for Plaintiff and other non-exempt employees.

Upon information and belief, all current and former non-exempt employees of Defendants are aggrieved employees within the meaning of California Labor Code section 2699(c), and were subjected to similar, if not identical, unlawful policies and practices. Plaintiff therefore provides notice that he intends to seek civil penalties, in a representative capacity, on behalf of himself and all other aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 98.6 and 1102.5 (Retaliation for Opposing Unlawful Wage Practices);
2. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
3. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
4. Labor Code §§ 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, and 1197.5 (Failure to Timely Pay Wages);
5. Labor Code §§ 221, 224, and 400–410, and IWC Wage Order No. 5 (Unlawful Deductions and Unlawful Shifting of Business Losses to Employees);

6. Labor Code §§ 351 and 450, and IWC Wage Order No. 5 (Unlawful Tip Misappropriation and Illegal Tip Pooling);
7. IWC Wage Order No. 5, § 5 (Failure to Pay Reporting Time Pay);
8. Labor Code §§ 245, 246, 246.5, 247, and 248.5 (Failure to Provide, Accrue, and Permit Use of Paid Sick Leave);
9. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
10. Labor Code § 2810.5 (Failure to Provide Notice to Employee);
11. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
12. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
13. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage Statements);
14. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment); and
15. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

If you have any questions to require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC



Tyler D. Kring
Jeffrey T. Green

(tkring@kringandassociates.com)
(jgreen@kringandassociates.com)

Attn.: PAGA Administrator
January 13, 2026
K&A File No.: 9501.0073
Page 6

TDK/JTG

cc: See attached service list

SERVICE LIST

Via E-Mail – jesse@bentcaryl.com

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Via Certified Mail

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Earl Enterprises, Inc.
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As Agent for Service of Process of Earl Enterprises, Inc.
5461 Grandview Dr
Jacksonville, FL 32211

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is Kring & Associates, APC, 38 Corporate Park, Irvine, CA 92606-5105.

On April 6, 2026, I served true copies of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ BY E-MAIL: As California Code of Civil Procedure section 1010.6 and all other applicable law including California Rules of Court permits, I caused a true copy of the document to be sent to the persons at the corresponding electronic address as indicated on the attached mailing list on the above-mentioned date. My electronic notification address is asanmiguel@kringandassociates.com. I am readily familiar with this firm's Microsoft Outlook electronic mail system and did not receive any electronic message or other indication that the transmission was unsuccessful.

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

Executed on April 6, 2026, at Irvine, California.


ARNOLD SANMIGUEL



FERNANDO MENDOZA V. ROMANA PIER, LLC, ET AL.

K&A CLIENT: Fernando Mendoza
CLIENT NO.: 9501.0073

SERVICE LIST

Counsel of Record	Phone/Fax/Email	Party(ies) Represented
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