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Attorneys for Plaintiff RYAN C MORIARITY

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

RYAN C MORIARITY,

Plaintiff(s),

v.

COWBOY AT THE RIVER LLC; and DOES 1 through 100,

Defendant(s).

Case No. CVPS2603165

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Violation of California Labor Code § 212 - Payment by Dishonored Instruments**
4. **Violation of California Labor Code § 351 - Unlawful Tip Practices**
5. **Violation of Labor Codes §§ 204, 210 - Late Payment of Wages**
6. **Wage Statement Penalties**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition Law**
9. **Private Attorneys General Act**
10. **Violation of California Labor Code § 1102.5 – Retaliation**
11. **Wrongful Termination in Violation of Public Policy**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Ryan C Moriarity ("Plaintiff") is an adult resident of Riverside County, California, and was at all times relevant residing in Riverside County, California.

2. Defendant Cowboy At The River LLC ("Defendant") is a Kansas limited liability company with its principal place of business located in Sedgwick County, Kansas. Defendant 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 Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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

JURISDICTION AND VENUE

4. This action is properly filed in Riverside County because the acts and omissions that give rise to Plaintiff's claims took place in Riverside County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Riverside County, California and Plaintiff suffered damages from such conduct within Riverside County, California.

FACTUAL ALLEGATIONS

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

7. Plaintiff was employed by Defendants from Cowboy at the River LLC dba Cowboy Cantina from February 2025 through October 2025, at the Rancho Mirage, California location.

8. Plaintiff's job position was bartender/supervisor, and he was classified as a non-exempt employee paid $21.50 per hour.

9. In or around April 2025, approximately two months after the restaurant opened, Defendant began engaging in a systematic pattern of wage and hour violations.

10. Defendant repeatedly issued paychecks that bounced due to insufficient funds in the payroll account, requiring Plaintiff to wait days or weeks to receive his wages.

11. After paychecks bounced, Defendant began paying Plaintiff through Zelle payments to remedy the bounced checks.

12. In or around June or July 2025, Defendant announced through a mass text that payday would move from Friday to Tuesday "due to financial reasons."

13. Despite announcing the payday change, Defendant continued to date paychecks for Friday while delivering them to employees on Tuesday—four or more days late.

14. This pattern of late payments continued throughout Plaintiff's employment.

15. Defendant failed to authorize and permit Plaintiff to take proper meal breaks, frequently telling him to "work through lunch" during busy periods. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

16. Plaintiff missed meal breaks approximately two and a half times per week.

17. Defendant failed to provide proper rest breaks, with management treating bathroom breaks as the only permitted break time rather than providing the required 10-minute rest periods. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

18. Defendant improperly added cash tips to Plaintiff's reported income that he never actually received.

19. Defendant taxed Plaintiff on gross tips before his required tip-outs to support staff, causing Plaintiff to be taxed on money he never saw.

20. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff consistently contained errors, including wrong hours worked, incorrect pay dates, and inconsistent tip reporting, among other things.

21. Plaintiff raised concerns about wage issues to Defendant in writing on multiple occasions.

22. On or about September 10, 2025, Plaintiff was informed by his bank that Defendant's check bounced, which he raised with both Jim Valdez (owner) and Jesse Rostra.

23. On or about October 12, 2025, at the end of his shift, Defendant abruptly suspended Plaintiff for two weeks without pay for allegedly "being hostile working."

24. Defendant provided no written documentation, no prior warnings, and no progressive discipline for the suspension.

25. On October 23, 2025, Defendant terminated Plaintiff by phone.

26. Owner Jim Valdez stated that Plaintiff was "a liability" when terminating him.

27. Plaintiff engaged in legally protected activity less than 90 days before Defendant terminated him.

28. Following termination, Defendant initially withheld Plaintiff's final paycheck, with management intentionally holding it until speaking with Plaintiff.

29. Defendant eventually released the final paycheck two days after termination.

30. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

31. 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.

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

33. 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

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

35. On January 16, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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

37. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to January 16, 2026, through final disposition of this action.”

<u>FIRST CAUSE OF ACTION</u>

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

38. Plaintiff incorporates by reference the paragraphs above.

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

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

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

42. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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

44. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal break was missed.

45. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

46. Plaintiff incorporates by reference the paragraphs above.

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

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

49. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

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

51. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest break was missed.

52. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 212 - Payment by Dishonored Instruments

By Plaintiff Against All Defendants

53. Plaintiff incorporates by reference the paragraphs above.

54. California Labor Code § 212 requires that wages be paid by an instrument redeemable on demand, without discount, and at an established place of business in the state.

55. Throughout Plaintiff's employment, Defendant issued payroll checks that were returned unpaid due to insufficient funds in Defendant's payroll account.

56. Defendant's payroll checks were not negotiable instruments payable in cash on demand, as required by law, because the checks could not be cashed upon presentment due to insufficient funds.

57. As a result of Defendant's conduct, Plaintiff was unable to access his earned wages on the dates the checks were issued and was required to wait additional days or weeks before receiving compensation.

58. As a direct and proximate result of Defendant's conduct, Plaintiff suffered damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

Violation of California Labor Code § 351 - Unlawful Tip Practices

By Plaintiff Against All Defendants

59. Plaintiff incorporates by reference the paragraphs above.

60. California Labor Code § 351 provides that every gratuity left by a patron is the sole property of the employee or employees for whom it was intended, and prohibits any employer or agent from collecting, taking, or receiving any gratuity or any part thereof left for an employee.

61. California Labor Code § 351 further prohibits employers from making any deduction from the wages of an employee on account of gratuities.

62. Throughout Plaintiff's employment, Defendant reported cash tip amounts on Plaintiff's wage statements that Plaintiff did not actually receive.

63. Defendant added unearned cash tip amounts to Plaintiff's reported income, thereby inflating the gross tip figures reflected in Plaintiff's payroll records.

64. By reporting tip income Plaintiff never received, Defendant caused Plaintiff to incur tax liability on gratuities that were never paid to or retained by Plaintiff.

65. As a bartender/supervisor, Plaintiff was required to distribute a portion of his tips to support staff through mandatory tip-outs.

66. Defendant calculated and withheld payroll taxes from Plaintiff's wages based on gross tip amounts, before the mandatory tip-out distributions were made, rather than on the net tips actually retained by Plaintiff.

67. As a result, Plaintiff was taxed on portions of gratuities that he was required to, and did, distribute to other employees, constituting an effective deduction from Plaintiff's wages on account of gratuities in violation of § 351.

68. As a direct and proximate result of Defendant's unlawful tip practices, Plaintiff suffered damages including loss of tip income, overpayment of taxes attributable to imputed tips, and diminished net wages in an amount to be proven at trial.

<u>FIFTH CAUSE OF ACTION</u>

Violation of Labor Codes §§ 204, 210 - Late Payment of Wages

By Plaintiff Against All Defendants

69. Plaintiff incorporates by reference the paragraphs above.

70. California Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and 15th days of any calendar month be paid between the 16th and

26th day of that same month, and that all wages earned between the 16th and last day of any calendar month be paid between the 1st and 10th day of the following month.

71. California Labor Code § 204 further requires that employers establish and maintain a regular payday, and that employees be notified of that designated payday.

72. California Labor Code § 210 provides that any employer who fails to pay wages in accordance with California Labor Code § 204 is subject to a civil penalty of one hundred dollars ($100) per employee for each initial violation, and two hundred dollars ($200) per employee for each subsequent violation, plus twenty-five percent (25%) of the amount unlawfully withheld.

73. At the time of Plaintiff's hire, Defendant designated Friday as the regular payday for all non-exempt employees, including Plaintiff.

74. In or around June or July 2025, Defendant announced via mass text message to employees that the designated payday would be moved from Friday to Tuesday, citing "financial reasons."

75. Despite announcing Tuesday as the new payday, Defendant continued to date payroll checks with a Friday date while physically issuing and delivering them to employees on Tuesday — four or more days after the date printed on the face of each check.

76. On multiple occasions throughout Plaintiff's employment, Defendant issued payroll checks that were returned unpaid by Defendant's bank due to insufficient funds in Defendant's payroll account.

77. Following the return of dishonored checks, Defendant issued replacement payments via Zelle on dates that were days or weeks after the applicable statutory payday.

78. As a result, Plaintiff did not receive his earned wages by the deadlines mandated by Labor Code § 204 on multiple pay periods throughout his employment.

79. This pattern of late wage payments was not an isolated occurrence but a recurring practice that persisted throughout Plaintiff's employment from in or about April 2025 through the end of his employment on or about October 23, 2025.

80. Plaintiff raised concerns regarding the late and dishonored payments directly with Defendant's management on multiple occasions, yet the late payment practice continued.

81. Each pay period in which Plaintiff's wages were not timely paid constitutes a separate violation of Labor Code § 204, subjecting Defendant to civil penalties under Labor Code § 210.

82. The first such violation subjects Defendant to a penalty of $100, and each subsequent violation subjects Defendant to a penalty of $200, plus 25% of the wages unlawfully withheld per violation.

83. As a direct and proximate result of Defendant's failure to timely pay wages, Plaintiff suffered damages including the loss of the use of his earned wages, interest thereon, and civil penalties in an amount to be proven at trial.

84. Plaintiff is entitled to recover civil penalties, interest, attorneys' fees, and costs of suit pursuant to California Labor Code §§ 210 and 218.5.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

85. Plaintiff incorporates by reference the paragraphs above.

86. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

87. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

88. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

89. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff Against All Defendants

90. Plaintiff incorporates by reference the paragraphs above.

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

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

93. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the conclusion of employment.

94. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

EIGHTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

95. Plaintiff incorporates by reference the paragraphs above.

96. Defendants' conduct described herein constitutes unfair competition.

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

98. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

99. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

100. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

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

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

107. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

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

TENTH CAUSE OF ACTION

Violation of California Labor Code § 1102.5 – Retaliation

By Plaintiff Against All Defendants

109. Plaintiff incorporates by reference the paragraphs above.

110. California Labor Code § 1102.5 prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee where the employee has reasonable cause to believe the information discloses a violation of a state or federal statute, or a violation of a local, state, or federal rule or regulation.

111. Throughout his employment, Plaintiff raised concerns regarding Defendant's wage and hour practices to members of Defendant's management, including owner Jim Valdez and Jesse Rostra.

112. On or about September 10, 2025, Plaintiff reported to Jim Valdez and Jesse Rostra that Defendant's payroll check had been returned unpaid due to insufficient funds.

113. On or about October 12, 2025, approximately 32 days after Plaintiff's protected disclosures, Defendant suspended Plaintiff without pay, without prior warnings, and without any written documentation.

114. On or about October 23, 2025, approximately 43 days after Plaintiff's protected disclosures and within 90 days thereof, Defendant terminated Plaintiff's employment, with owner Jim Valdez stating Plaintiff was "a liability."

115. Prior to Plaintiff's protected disclosures, Defendant issued no written warnings, performance improvement plans, or disciplinary documentation of any kind.

116. As a direct and proximate result of Defendant's conduct, Plaintiff suffered lost wages, lost benefits, and emotional distress in an amount to be proven at trial.

117. Defendant's conduct was willful and intentional, entitling Plaintiff to civil penalties and damages as stated below.

ELEVENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

By Plaintiff Against All Defendants

118. Plaintiff incorporates by reference the paragraphs above.

119. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or engagement in protected activity.

120. Based on the actions described above, Defendants terminated Plaintiff for engaging in protected activity.

121. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

122. Defendants actions were in violation of California Public Policy.

123. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and will continues to suffer damages, as stated below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First - Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third- Fifth Cause of Action

1. Compensatory damages
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Sixth Cause of Action

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

Seventh Cause of Action

1. Penalties pursuant to Labor Code section 203
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Eighth Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Ninth Cause of Action

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

Tenth Cause of Action

1. Compensatory damages
2. Civil penalties pursuant to California Labor Code § 1102.5(f)
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Eleventh Cause of Action

1. Back pay and front pay
2. Interest on the above amounts
3. Compensatory damages

4. Punitive damages

5. Attorneys' fees

6. Costs

7. Other relief the court deems proper

DATED: April 7, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff
RYAN C MORIARITY

JURY TRIAL DEMAND

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

DATED: April 7, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff
RYAN C MORIARITY