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Attorneys for Plaintiff GRICELDA CHAVEZ, on
behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

GRICELDA CHAVEZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

OTRB TENDER GREENS, LLC, a Delaware
Limited Liability Company; and DOES 1 to 10,
inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. **Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
2. **Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
3. **Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516 and 1198;**
4. **Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
5. **Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;**
6. **Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
7. **Violations of Business & Professions Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, GRICELDA CHAVEZ (hereinafter “Plaintiff”) hereby submits her Complaint against
2 Defendant OTRB TENDER GREENS, LLC, a Delaware Limited Liability Company; and DOES 1 to 10,
3 inclusive, (hereinafter referred to as “Defendant”) on behalf of herself and the class of all other similarly
4 situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
7 challenging Defendant’s systemic illegal employment practices resulting in violations of California *Labor*
8 *Code* §§ 201-203, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, California
9 *Business & Professions Code* § 17200, et seq. (“Unfair Competition Law”); and the applicable Industrial
10 Welfare Commission (“IWC”) Wage Orders.

11 2. Plaintiff seeks relief on behalf of herself and members of the Plaintiff Class as a result of
12 employment policies, practices, and procedures more specifically described below, which violate the
13 California *Labor Code*, and the orders and standards promulgated by the California Department of
14 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
15 resulted in the failure of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to
16 them. Said employment policies, practices, and procedures are generally described as follows:

- 17 a. Failure to Pay Employees for All Overtime;
18 b. Failure to Pay Employees for All Hours Worked;
19 c. Failure to Provide Employees with Compliant Meal Periods;
20 d. Failure to Provide Employees with Compliant Rest Periods;
21 e. Failure to Pay All Wages Owed at Termination; and,
22 f. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
23 Statements and Failed to Maintain Accurate Records;

24 3. At all times relevant herein, on information and belief, Defendant, OTRB Tender Greens,
25 LCL; and DOES 1 to 10, operates as a privately held chain of restaurants.

26 4. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff
27 and other non-exempt employees all wages. Specifically, Defendant does not properly record, nor
28 compensate Plaintiff and other non-exempt employees for the overtime they are owed based on their total

1 overtime hours worked. Additionally, Plaintiff and the other non-exempt employees who have been
2 terminated by Defendant have not been timely paid for all the wages they are owed.

3 5. Furthermore, Defendant failed to provide employees with timely, complete, and
4 uninterrupted meal and rest breaks. Plaintiff's and the other non-exempt employees' meal and rest periods
5 are skipped or interrupted by work tasks. Defendant did and does not pay Plaintiff and the non-exempt
6 employees for the time they spent working within their meal and rest periods.

7 6. In light of the foregoing, Defendant has also failed to provide accurate wage statements.

8 7. Plaintiff brings the claims herein as a class action on behalf of herself and other similarly
9 situated individuals who have worked for Defendant in California, at any time from four-years prior to
10 the filing of this complaint, through the resolution of this action. Plaintiff, on her own behalf and on behalf
11 of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 201-203, 221, 223,
12 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, the applicable wage order and under
13 *Business & Professions Code* §§ 17200-17208, for unfair competition due to Defendant's unlawful, unfair
14 and fraudulent business acts and practices.

15 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged
16 in, among other things a system of willful violations of the California *Labor Code* and the applicable IWC
17 wage orders by creating and maintaining policies, practices and customs that knowingly deny employees
18 the above stated rights and benefits.

19 PARTIES

20 9. Plaintiff Gricelda Chavez is an individual over the age of eighteen (18) and is now, and/or
21 at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California.
22 During the Relevant Time Period, Plaintiff worked for Defendant as a 'Cook' and 'Salad Preparer.'
23 Plaintiff was hired by Defendant on approximately June 1, 2022, until her date of termination on
24 approximately March 1, 2026.

25 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant OTRB Tender
26 Greens, LLC, is a Delaware Limited Liability Company. Plaintiff is further informed and believes that at
27 all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the
28 State of California.

1 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant operates as a
2 privately held chain of restaurants.

3 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
4 mentioned Defendant and DOES 1 to 10, is and was a corporation, business entity, individual, and
5 partnership, licensed to do business and actually doing business in the State of California.

6 13. Plaintiff does not know the true names or capacities, whether individual, partner or
7 corporate, of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant
8 is sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
9 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
10 said fictitious Defendant was responsible in some way for the matters alleged herein and proximately
11 caused Plaintiff and members of the general public and class to be subject to the illegal employment
12 practices, wrongs and injuries complained of herein.

13 14. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter
14 alleged to have been done by the named Defendant; and furthermore, the Defendant, and each of them,
15 were the agents, servants and employees of each of the other Defendants, as well as the agents of all
16 Defendant, and at all times herein mentioned, were acting within the course and scope of said agency and
17 employment.

18 15. Plaintiff is informed and believes, and based thereon alleges, that at all times material
19 hereto, each of the Defendants named herein are the agent, employee, alter ego and/or joint venturer of,
20 or working in concert with each of the other co-Defendants and were acting within the course and scope
21 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
22 omissions were perpetrated by certain Defendant, each of the remaining Defendants confirmed and ratified
23 said acts, conduct, and omissions of the acting Defendant.

24 16. At all times herein mentioned, the acts and omissions of various Defendant, and each of
25 them, concurred and contributed to the various acts and omissions of each and all of the other Defendant
26 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
27 Defendant, and each of them, ratified each and every act or omission complained of herein. At all times
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herein mentioned, the Defendant, and each of them, aided and abetted the acts and omissions of each and all of the other Defendant in proximately causing the damages as herein alleged.

17. The Members of the Classes (as defined below), including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California.

JURISDICTION AND VENUE

18. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the California Constitution and *Code of Civil Procedure* § 410.10.

19. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition under *Business & Professions Code* § 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the Class's claims pursuant to the applicable provisions.

20. The Court has jurisdiction over Defendant because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendant does sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails themselves of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

21. Venue is proper in Los Angeles County because the acts which give rise to this litigation occurred in this county and because Defendant has employed Class Members in this county and transact business in this county.

FACTUAL ALLEGATIONS

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

Defendant's Failure to Pay Overtime Wages

23. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the above off-the-clock work qualified for overtime premium pay.

1 24. Defendant did not compensate their hourly non-exempt employees for all overtime and/or
2 double time premium pay that accrued, despite systematically recording employees' time.

3 25. For example, at the beginning of each shift, the restaurant manager provided a daily prep
4 list outlining required production quotas to Plaintiff and the other non-exempt employees. If Plaintiff had
5 not completed all assigned prep tasks by the scheduled end of her shift, she was instructed to clock out
6 but continue working until the required quantities were met. For example, Plaintiff was often required to
7 prepare a specified number of batches of hummus during her shift. If she had not met the assigned quota
8 by the end of her scheduled hours, she was required to clock out and continue working off the clock until
9 the production target was satisfied. As a result, Plaintiff regularly performed uncompensated work for
10 Defendant.

11 ***Defendant's Failure to Pay all Wages and Minimum Wages***

12 26. During the Relevant Time Period, Defendant had, and continues to have, a company-wide
13 policy requiring work during Plaintiff's and Class Members' meal and rest periods.

14 27. Thus, Defendant did not compensate their hourly non-exempt employees for all the minutes
15 that they worked as described above, including but not limited to the time that the employees were subject
16 to the control and direction of Defendant; and/or the time that the employees were suffered or permitted
17 to work.

18 ***Defendant's Failure to Provide Compliant Meal Periods***

19 28. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of
20 policy and/or practice, Defendant routinely failed to provide Plaintiff and the members of the plaintiff
21 class, with meal periods during which they were relieved of all duties, by requiring them to remain on
22 duty. Defendant does not provide a break room, instead employees are instructed to take their meal periods
23 in the same dining area used by the restaurant customers. Moreover, Plaintiff's meal periods were at times
24 interrupted or cut short due to the overwhelming restaurant customer demands and Defendant's
25 understaffing.

26 29. On Mondays and Tuesdays, when she worked 4:00 p.m. to 10:00 p.m. (approximately six-
27 hour shifts), Plaintiff was permitted to take only one ten-minute rest break and was never provided a
28 compliant 30-minute uninterrupted meal period. Similarly, on Saturdays and Sundays, when she worked

8:00 a.m. to 3:30 p.m. (approximately seven-and-a-half-hour shifts), Plaintiff was provided only a thirty-minute meal break but was not provided any rest breaks.

30. Throughout the Class Period, Defendant regularly:

- a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than five (5) hours;
- b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day;
- c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and,
- d. Failed to accurately record all meal periods.

Defendant's Failure to Provide Compliant Rest Periods

31. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to effectively communicate California rest period requirements to Plaintiff and the members of the plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendant failed to provide paid rest periods.

32. Throughout the Class Period, Plaintiff and the members of the plaintiff class were routinely denied the rest breaks they were entitled to under California law.

33. Specifically, throughout the Class Period, Defendant regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the members of the plaintiff class were relieved of all duty for each four (4) hours of work and able to take rest periods within the middle of the shift; and
- b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

Defendant's Failure to Pay All Wages Due at Termination of Employment

34. At all times relevant hereto, California *Labor Code* § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon

1 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
2 compensation due and owing to said employee within seventy-two (72) hours of an employee's
3 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation
4 promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for
5 waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

6 35. Defendant willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon
7 termination of employment all accrued compensation, as described above, including, but not limited to,
8 compensation required for time spent "off the clock," and time illegally rounded to Defendant's benefit.

9 ***Defendant's Failure to Provide Compliant Wage Statements***

10 36. During the Relevant Time Period, Defendant has knowingly and intentionally provided
11 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For
12 example, Defendant provided uniform wage statements to Plaintiff and members of the Classes that fail
13 to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates
14 in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period
15 premiums, and the corresponding number of hours worked.

16 37. Because Defendant failed to provide the correct net and gross wages earned, applicable
17 rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes
18 have been prevented from verifying, solely from information on the wage statements themselves, that they
19 were paid correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources
20 outside of the wage statements themselves and reconstruct time records to determine whether in fact they
21 were paid correctly and the extent of underpayment, thereby causing them injury.

22 ***Facts Regarding Willfulness***

23 38. Plaintiff is informed and believes, and based thereon alleges, that Defendant are and were
24 advised by skilled lawyers, other professionals, employees with human resources background and advisors
25 with knowledge of the requirements of California wage and hour laws and that at all relevant times,
26 Defendant knew or should have known, that the Plaintiff Class Members, including Plaintiff, were entitled
27 to receive one hour of pay at the employee's regular rate of compensation for each day that a meal and
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rest period was not provided and were and are entitled to receive pay for all hours worked, accurate itemized wage statements, and pay in a timely manner.

Unfair Business Practices

39. Defendant has further engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the unlawful employment practices and policies outlined above.

40. Defendant's utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendant's competitors.

41. Defendant's utilization of such unfair business practices deprives Plaintiff and the Plaintiff Class of the general minimum working standards and entitlements due them under California law and the Industrial Welfare Commission wage orders as described herein.

42. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

Plaintiff's Exhaustion of Administrative Remedies

43. Plaintiff is currently complying with the procedures for bringing suit specified in *Labor Code* § 2699.3.

44. By letter dated March 9, 2026, required notice was provided to the Labor and Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the California *Labor Code* alleged to have been violated, including the facts and theories to support the alleged violations.

45. This Complaint will be amended when more than sixty-five (65) days have passed since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the allegations herein.

CLASS ACTION ALLEGATIONS

46. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

1 47. Pursuant to *Code of Civil Procedure* § 382, this action is brought and may be properly
2 maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality,
3 adequacy, predominance, and superiority requirements of those provisions.

4 48. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

5 a. **Plaintiff Class**: All persons who have been, or currently are, employed by Defendant and
6 who held, or hold, job positions which Defendant has classified as “non-exempt”
7 employees in the State of California, at any time since four years prior to filing this action,
8 through the date judgment is rendered in this action.

9 b. **Terminated Sub-Class**: All members of the Plaintiff Class whose employment ended
10 during the Class Period.

11 c. (Collectively, “Plaintiff Class” or “Class Members”)

12 49. **Numerosity**: Plaintiff is informed and believes, and on that basis alleges, that during the
13 class period hundreds of Class Members have been employed by Defendant as non-exempt employees in
14 the State of California. Because so many persons have been employed by Defendant in this capacity, the
15 members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or
16 impracticable.

17 50. **Common Questions of Law and/or Fact**: Common questions of law and fact exist as to all
18 members of the Plaintiff Class and predominate over any questions affecting solely individual members
19 of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class
20 Members’ claims are as follows:

21 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
22 California wage and hour statutes;

23 b. Whether Defendant failed to pay Plaintiff and Class Members for all hours worked;

24 c. Whether Defendant failed to pay Plaintiff and Class Members all overtime;

25 d. Whether Defendant had a standard policy of not providing compliant meal and rest breaks
26 and/or premiums to Plaintiff and members of the Plaintiff Class;

27 e. Whether Defendant failed to pay final wages to Plaintiff and members of the Terminated
28 Sub-Class upon separation of employment;

- f. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- h. Whether Defendant's conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

51. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from Defendant's common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

52. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

53. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits.

Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a “race to the courthouse,” and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

54. The various claims asserted in this action are additionally or alternatively certifiable under the provisions of California *Code of Civil Procedure* § 382 because:

- a. The prosecution of separate actions by hundreds of individual class members would create a risk of varying adjudications with respect to individual class members, thus establishing incompatible standards of conduct for Defendant, and,
- b. The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Failure to Pay All Overtime Wages

Labor Code §§ 510, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

55. Plaintiff incorporates herein by reference the allegations set forth above.

56. At all times relevant herein, which comprise of the time period not less than four (4) years preceding the filing of this action, Defendant was required to compensate its hourly employees for all overtime hours worked.

57. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) wage order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC wage order further provides that employers are required to pay employees working

1 more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate
2 of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf
3 of, the employee, including nondiscretionary bonuses and incentive pay.

4 58. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members of the
5 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
6 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
7 hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not
8 recorded as alleged above.

9 59. For example, at the beginning of each shift, the restaurant manager provided a daily prep
10 list outlining required production quotas to Plaintiff and the other non-exempt employees. If Plaintiff had
11 not completed all assigned prep tasks by the scheduled end of her shift, she was instructed to clock out
12 but continue working until the required quantities were met. For example, Plaintiff was often required to
13 prepare a specified number of batches of hummus during her shift. If she had not met the assigned quota
14 by the end of her scheduled hours, she was required to clock out and continue working off the clock until
15 the production target was satisfied. As a result, Plaintiff regularly performed uncompensated work for
16 Defendant.

17 60. Defendant knew or should have known that as a result of company-wide practices and/or
18 policies, that prevents Plaintiff and members of the Class from earning overtime, Plaintiff and members
19 of the Class were performing assigned duties off-the-clock and were suffered or permitted to perform
20 work for which they were not paid. Because Plaintiff and members of the Class worked shifts of eight (8)
21 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
22 overtime premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for
23 all of the overtime hours they actually worked.

24 61. Defendant's failure to pay Plaintiff and members of the Class the balance of overtime
25 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
26 Plaintiff and members of the Class are entitled to recover civil penalties, attorney's fees, costs, and interest
27 thereon.
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1 commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages
2 unlawfully unpaid and interest thereon.”

3 70. *Labor Code* § 1197 provides: “The minimum wage for employees fixed by the commission
4 is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed
5 is unlawful.”

6 71. Plaintiff is informed and believes, and therefore alleges, that Defendant’s compensation
7 schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their
8 job duties.

9 72. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class
10 for each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the
11 applicable IWC wage order section 4; and *Business & Professions Code*.

12 73. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each
13 and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and
14 *Business & Professions Code*.

15 74. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class
16 have been damaged in an amount according to proof at time of trial.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Provide Compliant Meal Breaks**

19 **Labor Code §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

20 **(By Plaintiff and Members of the Putative Class Against Defendant)**

21 75. Plaintiff hereby incorporates by reference each and every one of the allegations contained
22 in the preceding paragraphs as if the same were fully set forth herein.

23 76. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members
24 regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than
25 thirty (30) minutes without duty.

26 77. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
27 routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty,
28 notwithstanding the fact that Plaintiff and the members of the Class had not waived their right to the same.

1 Thus, Defendant failed to provide Plaintiff and the members of the Class with compliant meal periods
2 required by *Labor Code* §§ 226.7, 512, 516 and the applicable IWC wage order section 10, and
3 categorically failed to pay any and all meal period wages due.

4 78. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
5 applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the regular rate
6 for each work day that the meal period is/was not provided to Plaintiff and any member of the Class, the
7 cumulative sum of which is to be determined at trial.

8 79. Under the foregoing, California employers must provide meal periods and authorize and
9 permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.*
10 (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods
11 must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including
12 the duty to remain “on call,” and they must be “free from employer control” over how they “spend their
13 time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own
14 purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

15 80. When employees must either “remain at the ready and capable of being summoned to
16 action,” “respond when the employer seeks contact with [them],” “perform other work if the employer so
17 requests,” and/or remain “on call” during their meal and rest periods, the employees have not been
18 “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2 Cal.5th at 270. Such a
19 meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid.*

20 81. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest break
21 cases affirming California’s broad, protective standard for employees.¹

22 82. Moreover, as the mere existence of a facially lawful meal and rest break policy is
23 unavailing if there are practical constraints and pressures on employees to perform their duties in ways
24 that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

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27 ¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v. Wackenhut Corp.* (2016) 5
28 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd & Assocs., Inc.* (2013) 216 Cal.App.4th 220;
Berlanga v. Equilon Enterprises LLC (N.D.Cal., Aug. 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a
policy requiring employees to “remain in contact with supervisors and other employees working in their units throughout
their shifts... would appear to be unlawful under [*Augustus*.]”)

1 83. Yet, Defendant did and does not provide Plaintiff and members of the Class with meal
2 periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour
3 of work and again by the tenth hour of work. Defendant does not provide a break room, instead employees
4 are instructed to take their meal periods in the same dining area used by the restaurant customers.
5 Moreover, Plaintiff's meal periods were at times interrupted or cut short due to the overwhelming
6 restaurant customer demands and Defendant's understaffing.

7 84. On Mondays and Tuesdays, when she worked 4:00 p.m. to 10:00 p.m. (approximately six-
8 hour shifts), Plaintiff was permitted to take only one ten-minute rest break and was never provided a
9 compliant 30-minute uninterrupted meal period. Similarly, on Saturdays and Sundays, when she worked
10 8:00 a.m. to 3:30 p.m. (approximately seven-and-a-half-hour shifts), Plaintiff was provided only a thirty-
11 minute meal break but was not provided any rest breaks.

12 85. Plaintiff alleges that meal breaks were frequently late as described above. As a result,
13 Plaintiff and members of the Class were forced to work in excess of five (5) hours before taking a meal
14 period.

15 86. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the members
16 of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second meal
17 period by the end of the tenth hour of work. Defendant has also failed to pay Plaintiff and the members of
18 the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been
19 denied.

20 87. Employers must pay premium payments to employees for missed meal, rest, and recovery
21 breaks at the employee's "regular rate of pay" instead of their base hourly rate. *Ferra v. Loews Hollywood*
22 *Hotel, LLC* (2021) 11 Cal.5th 858.

23 88. Defendant knew or should have known that as a result of its policies and/or practices, that
24 Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted
25 meal periods. Defendant further knew or should have known that it did not pay Plaintiff and members of
26 the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted.
27 Furthermore, Defendant has engaged in a company-wide practice and/or policy of not paying meal period
28 premiums owed when compliant meal periods are not provided. Because of this practice and/or policy,

1 Plaintiff and members of the Class have not received all premium pay for missed, interrupted, or late meal
2 periods. Accordingly, Defendant failed to provide all meal periods in violation of *Labor Code* §§ 226.7,
3 512(a), 516, and 1198.

4 89. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and
5 interest thereon.

6 **FOURTH CAUSE OF ACTION**

7 **Failure to Provide Compliant Rest Breaks**

8 **Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders**

9 **(By Plaintiff and Members of the Putative Class Against Defendant)**

10 90. Plaintiff hereby incorporates by reference each and every one of the allegations contained
11 in the preceding paragraphs as if the same were fully set forth herein.

12 91. *Labor Code* §§ 226.7, 516, and 1198, and the applicable IWC wage order require
13 employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's
14 regular rate for each work day that a meal or rest period is not provided. *Labor Code* § 226.7 provides that
15 no employer shall require an employee to work during any rest period mandated by an applicable order of
16 the IWC. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all
17 employees to take rest periods, which insofar as practicable shall be in the middle of each work period"
18 and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
19 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three
20 and one-half (3 ½) hours.

21 92. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class Members
22 were entitled to a paid rest period of not less than ten (10) minutes without duty for each and every four
23 (4) hours or major fraction thereof worked during the workday.

24 93. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
25 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods
26 without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not waived
27 their right to the same.
28

1 94. Thus, Defendant failed to provide Plaintiff and Class Members with rest periods required
2 by *Labor Code* §§ 226.7, 512, and 516, IWC wage order section 11 and categorically failed to pay any
3 and all rest period wages due.

4 95. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
5 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular rate
6 for each work day that the rest period is/was not provided or provided late to Plaintiff and any member of
7 the Class, the cumulative sum of which is to be determined at trial.

8 96. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
9 Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit
10 pursuant to *Labor Code* § 226.7(b) and the applicable wage order.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Pay Wages at Time of Termination**

13 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

14 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendant)**

15 97. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
16 herein.

17 98. At all times, relevant herein, Defendant was required to pay its employees all wages owed
18 in a timely fashion during and at the end of their employment, pursuant to *Labor Code* § 201-203.

19 99. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of
20 the Terminated Sub-Class their final wages pursuant to *Labor Code* §§ 201-203 and accordingly owe
21 waiting time penalties pursuant to *Labor Code* § 203.

22 100. *Labor Code* §§ 201 and 202 provide that if an employer discharges an employee, the wages
23 earned and unpaid at the time of discharge are due and payable immediately, and that if an employee
24 voluntarily leaves his or her employment, his or her wages shall become due and payable not later than
25 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice
26 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
27 quitting.
28

101. On information and belief, Defendant has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in *Labor Code* § 201 and 202.

102. Plaintiff and members of the Terminated Sub-Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 256.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

103. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

104. California *Labor Code* § 226(a) and the applicable IWC wage order section 6(B) requires employers to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

105. California *Labor Code* § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to § 226(a).

106. For example, Plaintiff's paystubs indicate that her total number of hours worked improperly include her sick hours. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the applicable IWC Wage order section 6(B).

107. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements

1 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates
2 in effect during each respective pay period and the corresponding number of hours worked at each hourly
3 rate by each respective individual.

4 108. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain
5 accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members
6 of the Classes as required under *Labor Code* § 1174.5. This is a result of, inter alia, missing hours worked,
7 unpaid overtime, and missed meal and rest-break premiums, as illustrated above.

8 109. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class
9 suffered injuries in the form of confusion over whether they received all wages owed to them, and
10 difficulty and expense in reconstructing pay records in addition to other injuries which may come to light
11 during the discovery process.

12 110. California *Labor Code* § 1198 provides that the maximum hours of work and the standard
13 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC
14 wage order. Furthermore, *Labor Code* § 1198 provides that “[t]he employment of any employees for
15 longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
16 Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing
17 when the employee begins and ends each work period and meal period.

18 111. During the Relevant Time Period, Defendant failed, on a company-wide basis, to keep
19 accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff
20 Class, in violation of *Labor Code* § 1198.

21 112. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant
22 to *Labor Code* § 226(e) for Defendant’s violations of *Labor Code* § 226(a).

23 113. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an
24 award of reasonable attorneys’ fees and costs pursuant to *Labor Code* § 226(h).

1 **SEVENTH CAUSE OF ACTION**

2 ***Business & Professions Code § 17200, et seq.***

3 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

4 114. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 115. *Business & Professions Code § 17200* defines unfair competition to include, “unlawful,
7 unfair or fraudulent business practices.”

8 116. Plaintiff and all proposed Class Members are “persons within the meaning of *Business &*
9 *Professions Code § 17204*, who have suffered injury in fact and have lost money or property as a result
10 of Defendant’s unfair competition.

11 117. Defendant has been committing, and continues to commit, acts of unfair competition by
12 engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint,
13 including, but not limited to:

- 14 a. violations of *Labor Code §§ 510, 1198*;
- 15 b. violations of *Labor Code §§ 221, 223, 1182, 1194, 1197, 1198*;
- 16 c. violations of *Labor Code §§ 226.7, 512, 516 and 1198*;
- 17 d. violations of *Labor Code §§ 226.7, 516 and 1198*;
- 18 e. violations of *Labor Code §§ 201-203*; and,
- 19 f. violations of *Labor Code §§ 226(a) and 1174*.

20 118. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendant
21 has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed
22 Class Members. Defendant’s unlawful, unfair, and/or fraudulent conduct has also enabled Defendant to
23 gain an unfair competitive advantage over law-abiding employers and competitors.

24 119. *Business & Professions Code § 17203* provides that the Court may restore to an aggrieved
25 party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or
26 practices.

27 120. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or
28 fraudulent activity alleged herein.

121. Pursuant to California *Civil Code* § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned but not paid.

122. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

123. Plaintiff seeks restitution for herself, and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to *Code of Civil Procedure* § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
5. Prejudgment and post judgment interest on all sums awarded;
6. For compensatory damages;
7. For penalties pursuant to *Labor Code* §§ 210, 226, 226.7;
8. For interest accrued to date;
9. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 226 and 1194;
10. For reasonable attorneys' fees pursuant to *Labor Code* § 226 and *Code of Civil Procedure* § 1021.5, and/or other applicable law; and,
11. A declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law:
 - a. California *Labor Code* §§ 510, 1198 for failing to pay overtime;

- b. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all wages;
- c. California *Labor Code* §§ 226.7, 512, 516, and 1198 for failing to provide compliant meal and rest breaks;
- d. California *Labor Code* §§ 201-203 for failing to pay all wages owed at termination;
- e. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized wage statements and failing to maintain accurate records; and,
- f. *Business & Professions Code* §§ 17200-08 for violating the provisions set forth herein above.

12. For all such other and further relief that the Court may deem just and proper.

DATED: March 9, 2026

BRADLEY/GROMBACHER, LLP

By: 

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Talal Al-Hindi, Esq.
Attorneys for Plaintiff and all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiff's and the Class Members' claims by jury to the extent authorized by law.

DATED: March 9, 2026

BRADLEY/GROMBACHER, LLP

By: 

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Talal Al-Hindi, Esq.
Attorneys for Plaintiff and all others
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