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County of San Bernardino
Rancho Cucamonga District
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By: Toni Gonzalez, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

STATE OF CALIFORNIA *ex rel.* JOSE DE
JESUS RUIZ RODRIGUEZ as Private
Attorney General,

Plaintiff,

vs.

BRINKER RESTAURANT
CORPORATION, a Virginia corporation;
BRINKER INTERNATIONAL PAYROLL
CORP., business entity of unknown nature;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVRS2606927

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 Plaintiff STATE OF CALIFORNIA *ex. rel.* JOSE DE JESUS RUIZ RODRIGUEZ as a
2 Private Attorney General (“Plaintiff”), upon facts that either have evidentiary support or are likely
3 to have evidentiary support after a reasonable opportunity for further investigation and discovery,
4 alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants BRINKER RESTAURANT
7 CORPORATION and BRINKER INTERNATIONAL PAYROLL CORP. and DOES 1
8 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California Labor
9 Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure
10 to pay overtime compensation, failure to provide meal periods, failure to authorize and permit
11 rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate
12 wage statements, failure to maintain accurate time and payroll records, and failure to reimburse
13 necessary business-related expenses..

14 2. Plaintiff brings this action solely as a representative action, and solely as a Private
15 Attorney General, on behalf of the State of California for all aggrieved employees of Defendants
16 against whom one or more of the alleged violations was committed (hereinafter collectively
17 referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et*
18 *seq*; *Balderas v. Fresh Start Harvesting, Inc.* (Cal. Ct. App., Mar. 20, 2024, No. 2D CRIM.
19 B326759) 2024 WL 1673112, as modified (April 18, 2024); and *Johnson v. Maxim Healthcare*
20 *Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee against whom one
21 or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the
22 minimal jurisdiction limits of the Superior Court and will be established according to proof at
23 trial.

24 3. The Court has jurisdiction over this action pursuant to the California Constitution,
25 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
26 except those given by statute to other courts. The statutes under which this action is brought do
27 not specify any other basis for jurisdiction.
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4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

6. JOSE DE JESUS RUIZ RODRIGUEZ is an individual residing in the County of Los Angeles, State of California. Mr. Rodriguez is not suing in his individual capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California and for all aggrieved employees.

7. Defendant BRINKER RESTAURANT CORPORATION, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Virginia and registered to do business in the state of California.

8. Defendant BRINKER INTERNATIONAL PAYROLL CORP., is and at all times herein mentioned was, a business entity of unknown nature.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in

1 some manner for the occurrences herein alleged, and that the damages as herein alleged were
2 proximately caused by its conduct. BRINKER RESTAURANT CORPORATION and BRINKER
3 INTERNATIONAL PAYROLL CORP. and Doe Defendants 1 through 50 are collectively
4 referred to herein as “Defendants.”

5 10. Defendants are and at all times herein mentioned were, (a) conducting business in
6 the County of San Bernardino, State of California, and (b) the employer of Mr. Rodriguez and the
7 Aggrieved Employees consistent with the California Labor Code and Industrial Welfare
8 Commission Wage Orders (“Wage Orders”).

9 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of Mr.
11 Rodriguez and the Aggrieved Employees so as to make each of said Defendants employers and
12 employers jointly liable under the statutory provisions set forth herein.

13 **GENERAL ALLEGATIONS**

14 12. Defendants are a casual dining restaurant chain.

15 13. Defendants employed Mr. Rodriguez to work as a Line Cook and Dish Washer
16 from approximately April 2024 to August 2025.

17 14. At all relevant times set forth herein, Defendants employed Mr. Rodriguez and the
18 Aggrieved Employees as hourly-paid or non-exempt employees.

19 15. Throughout the time period involved in this case, Defendants had the authority to
20 hire and terminate Mr. Rodriguez and the Aggrieved Employees and to directly or indirectly
21 control work rules, working conditions, wages, working hours, and conditions of employment of
22 Mr. Rodriguez and the Aggrieved Employees.

23 16. At all times herein mentioned, Defendants were subject to the Labor Code of the
24 State of California and the applicable Industrial Welfare Commission Orders.

25 17. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
26 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
27 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
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Mr. Rodriguez and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented time rounding practices that resulted in the systematic underpayment of wages to Mr. Rodriguez and the Aggrieved Employees, including minimum and overtime wages. Defendants also implemented policies that prohibited Mr. Rodriguez and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Mr. Rodriguez and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Mr. Rodriguez and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Mr. Rodriguez and the Aggrieved Employees for all necessary business-related expenses.

18. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Mr. Rodriguez and the Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Mr. Rodriguez and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Mr. Rodriguez and the Aggrieved Employees during their meal periods, regularly failed to permit Mr. Rodriguez and the Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Mr. Rodriguez and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Mr. Rodriguez and the Aggrieved Employees.

19. Throughout the time period involved in this case, Defendants did not adequately inform Mr. Rodriguez and the Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Mr. Rodriguez and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Mr. Rodriguez and

1 the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
2 periods, and to require Mr. Rodriguez and the Aggrieved Employees to work through their meal
3 periods, for which they were not compensated.

4 20. Throughout the time period involved in this case, Defendants failed to pay Mr.
5 Rodriguez and the Aggrieved Employees premium wages for meal periods that were missed, late,
6 interrupted, or shortened in violation of California law. Defendants knew or should have known
7 that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all meal periods or
8 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
9 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
10 provide legally compliant meal periods to Mr. Rodriguez and the Aggrieved Employees, and
11 routinely failed to pay one additional hour of pay to Mr. Rodriguez and the Aggrieved Employees
12 at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

13 21. Throughout the time period involved in this case, Defendants have implemented
14 policies and practices which prohibited Mr. Rodriguez and the Aggrieved Employees from taking
15 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
16 Mr. Rodriguez and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for
17 every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty
18 rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort
19 to authorize, permit, and provide such rest breaks in the middle of each work period.

20 22. Throughout the time period involved in this case, Defendants did not adequately
21 inform Mr. Rodriguez and the Aggrieved Employees of their right to take rest periods under
22 California law. Moreover, Defendants systematically disregarded their own written policies
23 regarding the provision and timing of rest periods for Mr. Rodriguez and the Aggrieved
24 Employees. Instead, Defendants' actual policy and practice was to schedule Mr. Rodriguez and
25 the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty
26 free rest periods, and to regularly require Mr. Rodriguez and the Aggrieved Employees to work
27 through their rest periods.

1 23. Throughout the time period involved in this case, Defendants failed to pay Mr.
2 Rodriguez and the Aggrieved Employees premium wages for rest periods that were missed, late,
3 interrupted, or shortened in violation of California law. Defendants knew or should have known
4 that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all rest periods or
5 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
6 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
7 authorize and permit Mr. Rodriguez and the Aggrieved Employees to take duty-free rest periods
8 and failed to pay one additional hour of pay to Mr. Rodriguez and the Aggrieved Employees at
9 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

10 24. Throughout the time period involved in this case, Defendants regularly required
11 Mr. Rodriguez and the Aggrieved Employees to perform work off the clock. Although Defendants
12 prohibited overtime, Defendants still regularly required that Mr. Rodriguez and the Aggrieved
13 Employees complete all of their assigned duties. To do so, Mr. Rodriguez and the Aggrieved
14 Employees were regularly required to perform work off the clock for which they were not
15 compensated.

16 25. Throughout the time period involved in this case, Defendants employed a time
17 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
18 ensuring that Mr. Rodriguez and the Aggrieved Employees were oftentimes not paid for all time
19 worked.

20 26. Throughout the time period involved in this case, Defendants implemented policies
21 that prohibited Mr. Rodriguez and the Aggrieved Employees from accurately recording the actual
22 time worked, resulting in a failure to pay Mr. Rodriguez and the Aggrieved Employees all wages
23 owed.

24 27. Throughout the time period involved in this case, Mr. Rodriguez and the
25 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
26 week.

27 28. Throughout the time period involved in this case, Defendants regularly failed to
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1 pay all overtime compensation owed to Mr. Rodriguez and the Aggrieved Employees when they
2 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
3 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
4 work week. Defendants knew or should have known that Mr. Rodriguez and the Aggrieved
5 Employees were entitled to receive certain wages for overtime compensation and that they were
6 not receiving wages for overtime compensation.

7 29. Throughout the time period involved in this case, Defendants failed to pay
8 overtime to Mr. Rodriguez and the Aggrieved Employees for all overtime hours worked based on
9 regular rates of pay correctly calculated to include all applicable remuneration.

10 30. Throughout the time period involved in this case, Defendants regularly failed to
11 pay Mr. Rodriguez and the Aggrieved Employees at least minimum wages for all hours worked.
12 Defendants knew or should have known that Mr. Rodriguez and the Aggrieved Employees were
13 entitled to receive at least minimum wages for all hours worked and that they were not receiving
14 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages
15 included, *inter alia*, failing to pay Mr. Rodriguez and the Aggrieved Employees at the required
16 minimum wage pursuant to California law, requiring Mr. Rodriguez and the Aggrieved
17 Employees to perform work off the clock, and implementing time rounding policies that resulted
18 in the systematic underpayment of wages to Mr. Rodriguez and the Aggrieved Employees.

19 31. Throughout the time period involved in this case, Defendants regularly failed to
20 pay Mr. Rodriguez and the Aggrieved Employees all wages owed to them upon discharge or
21 resignation. Defendants knew or should have known that Mr. Rodriguez and the Aggrieved
22 Employees were entitled to receive all wages owed to them upon termination within the time
23 permissible under California Labor Code section 202. Mr. Rodriguez and the Aggrieved
24 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
25 including overtime compensation and minimum wages within any time permissible under
26 California Labor Code section 202.

27 32. Throughout the time period involved in this case, Defendants regularly failed to
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1 pay Mr. Rodriguez and the Aggrieved Employees all wages within any time permissible under
2 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
3 should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all
4 wages owed to them during their employment. Mr. Rodriguez and the Aggrieved Employees did
5 not receive payment of all wages, including overtime compensation, minimum wages, and meal
6 and rest period premiums.

7 33. Throughout the time period involved in this case, Defendants regularly failed to
8 provide complete or accurate wage statements to Mr. Rodriguez and the Aggrieved Employees.
9 Defendants knew or should have known that Mr. Rodriguez and the Aggrieved Employees were
10 entitled to receive complete and accurate wage statements in accordance with California law, but,
11 in fact, they did not receive complete and accurate wage statements from Defendants. The
12 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
13 gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, and
14 all applicable hourly rates,.

15 34. Throughout the time period involved in this case, Defendants regularly failed to
16 keep complete or accurate payroll records for Mr. Rodriguez and the Aggrieved Employees.
17 Defendants knew or should have known that Defendants were required to keep complete and
18 accurate payroll records for Mr. Rodriguez and the Aggrieved Employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records.

20 35. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Mr. Rodriguez's and the Aggrieved Employees' work
22 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

23 36. Throughout the time period involved in this case, Defendants failed to reimburse
24 Mr. Rodriguez and the Aggrieved Employees for all necessary business-related expenses,
25 including but not limited to work uniforms and specifically required shoes to perform their job
26 duties. Defendants knew or should have known that Defendants were required to reimburse Mr.
27 Rodriguez and the Aggrieved Employees for all necessary business-related expenses and costs,
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1 but, in fact, failed to do so in violation of California law.

2 37. Throughout the time period involved in this case, Defendants knew or should have
3 known that they had a duty to compensate Mr. Rodriguez and the Aggrieved Employees pursuant
4 to California law. Defendants had the financial ability to pay such compensation, but willfully,
5 knowingly, and intentionally failed to do so, and falsely represented to Mr. Rodriguez and the
6 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
7 profits.

8 38. California Labor Code section 218 states that nothing in Article 1 of the Labor
9 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
10 to him [or her] under this article."

11 **FIRST CAUSE OF ACTION**

12 **(Violation of California Labor Code § 2699, *et seq.*)**

13 **(Against All Defendants)**

14 39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 40. Plaintiff brings the first cause of action solely as a representative action pursuant
17 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
18 ("PAGA"), on behalf of the State of California and for all aggrieved employees of Defendants
19 against whom one or more of the alleged violations was committed.

20 41. PAGA specifically provides for a private right of action to recover civil penalties
21 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
22 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
23 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
25 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
26 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
27 2699(a).

1 42. Mr. Rodriguez was employed by Defendants and the Labor Code violations alleged
2 above were committed against him during his time of employment and is therefore, an “Aggrieved
3 Employee” under PAGA.

4 43. As set forth in detail above, during all times relevant to this Action, Defendants
5 have routinely subjected Mr. Rodriguez and the Aggrieved Employees to violations of California
6 Labor Codes by:

- 7 a. Failing to pay the Aggrieved Employees all earned minimum wage compensation
8 in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 9 b. Failing to pay the Aggrieved Employees all earned overtime compensation in
10 violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 11 c. Failing to provide legally required meal periods to the Aggrieved Employees, and
12 failing to pay the Aggrieved Employees an additional hour of premium pay for
13 meal period violations in violation of Labor Code §§ 226.7 and 512.
- 14 d. Failing to provide authorize and permit the Aggrieved Employees to take duty-
15 free rest periods, and failing to pay the Aggrieved Employees an additional hour
16 of premium pay for rest period violations in violation of Labor Code §§ 226.7 and
17 512.
- 18 e. Failing to timely pay the Aggrieved Employees all wages at the end of their
19 employment in violation of Labor Code § 203.
- 20 f. Failing to timely pay the Aggrieved Employees all wages owed during
21 employment in violation of Labor Code § 204.
- 22 g. Failing to furnish the Aggrieved Employees with complete, accurate, itemized
23 wage statements in violation of Labor Code § 226.
- 24 h. Failing to maintain accurate records relating to the Aggrieved Employees’ work
25 periods, meal periods, total daily hours, hours per pay period, total wages and
26 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and
27 the applicable IWC Wage Order.

i. Failing to reimburse the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

44. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff requests and is entitled to recover, on behalf of the Aggrieved Employees, penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 225.5, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

45. Mr. Rodriguez has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On May 5, 2026, Mr. Rodriguez, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and intent to bring a claim for civil penalties under PAGA. Mr. Rodriguez also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of the May 5, 2026, notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Mr. Rodriguez may commence this representative action on behalf of the state to recover penalties for the Aggrieved Employees pursuant to Labor Code § 2699.3.

46. Plaintiff was compelled to retain the services of counsel to file this court action to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

47. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods

specified in Labor Code §2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and
3. For such other relief as the Court deems just and proper.

Dated: July 27, 2026

PROTECTION LAW GROUP, LLP

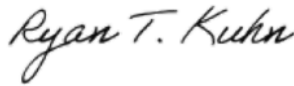
By: *Ryan T. Kuhn*
Ryan T. Kuhn
Christine V. Reyes
Kiryl Karpiuk
Attorneys for Plaintiff
JOSE DE JESUS RUIZ RODRIGUEZ

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: July 27, 2026

PROTECTION LAW GROUP, LLP

By: 

Ryan T. Kuhn
Christine V. Reyes
Kiryl Karpiuk
Attorneys for Plaintiff
JOSE DE JESUS RUIZ RODRIGUEZ