Manny Starr (319778)
manny@frontierlawcenter.com
Mike Rachmann (309770)
mike@frontierlawcenter.com
eservice@frontierlawcenter.com
FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiff LINDA C ESCALONA

Electronically FILED by Superior Court of California, County of Los Angeles 10/26/2026 1:57 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Covarrubias, Deputy Clerk

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

LINDA C ESCALONA,

Plaintiff,

v.

VILLA'S TACOS LOS ANGELES, INC.; and DOES 1 through 100,

Defendant.

Case No. 26STCV33693

CLASS ACTION COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Maintain Accurate Payroll Records**
6. **Wage Statement Penalties**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition Law**
9. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Linda C Escalona ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant Villa's Tacos Los Angeles, Inc. ("Defendant") is a California corporation with its principal place of business located in Los Angeles County, California. 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 Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles 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 Los Angeles County, California and Plaintiff suffered damages from such conduct within Los Angeles County, California.

FACTUAL ALLEGATIONS

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

7. Plaintiff was employed by Defendants from May 2025 until approximately April 10, 2026, in front-of-house and cashier positions.

8. Defendants used timekeeping systems including Square and ADP during Plaintiff's and the Class's employment. Plaintiff's and the Class's recorded hours did not always match the hours actually worked

9. There were often hours were missing from Plaintiff's and the Class's pay, which Plaintiff brought to supervisor Eric's attention.

10. As a representative example, in or about early 2026, approximately 12 hours were missing from one of Plaintiff's pay stubs.

11. After Plaintiff reported the missing hours, Defendant corrected only some of the missing hours during that pay period and later paid additional, but not all, missing hours in cash.

12. Defendant did not pay Plaintiff or the Class any penalties for the delayed payment of wages.

13. During the last several months of Plaintiff's employment, Defendant's payroll was delayed on multiple bi-weekly pay periods.

14. When direct deposits were not processed, Plaintiff and the Class were required to pick up physical checks from Defendant at the restaurant.

15. Plaintiff's and the Class's pay was delayed by as much as four days.

16. Plaintiff and the Class regularly worked five to six days per week and at times worked up to seven days per week; their shifts averaged six to seven hours but could reach as high as 13 hours.

17. Plaintiff and the Class were not paid at the correct rates for all overtime hours worked.

18. Plaintiff and the Class would clock out at the end of shifts but keep working, sometimes for more than two hours.

19. Plaintiff and the Class were not permitted to clock back in for the hours of work after shifts, nor were they paid for the off-the-clock work.

20. Defendants failed to provide Plaintiff and the Class with compliant meal breaks because meal breaks were often taken late or missed entirely, even on eight-hour shifts.

21. When Plaintiff and the Class did receive meal breaks, Defendants often cut the meal breaks short and required the employees return to work.

22. On shifts exceeding 10 hours, Defendants often did not allow Plaintiff and the Class a second meal period.

23. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's and the Class's regular rate of pay.

24. Defendant failed to provide Plaintiff and the Class with compliant rest breaks because Defendant did not authorize or permit rest breaks whatsoever, regardless of shift length.

25. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's and the Class's regular rate of pay.

26. Defendants unlawfully diverted, delayed, pooled, and redistributed gratuities, including cash and credit card tips, among employees without a fair or lawful distribution system.

27. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

28. Defendant's payroll records did not accurately reflect Plaintiff's and the Class's actual hours worked, wages paid, rates of pay, and tips received.

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

30. Defendant did not provide Plaintiff and the Class with seating at the workplace.

31. Plaintiff and the Class had no place to sit while working or during periods of inactivity.

32. The applicable Wage Order provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." It further states that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

33. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the Aggrieved Employees should have been provided with seats for use while not actively performing their work duties, but such seating was not provided.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action on behalf of herself and all other similarly situated individuals, and seeks to have this action certified as a class action pursuant to California Code of Civil Procedure section 382.

35. The Class is defined as the following: "All current and former non-exempt employees who worked for Defendants in California from four years prior to filing this Complaint through the date of final disposition of this action."

36. The Waiting Time Subclass is defined as the following: " all former non-exempt employees of Defendants who have in California from four years prior to filing this Complaint through the date of final disposition of this action."

37. There is a well-defined community of interest in the litigation, and the proposed class and subclass are ascertainable from Defendants' employment records. Plaintiff alleges the following requirements for a class action are met:

a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable. Plaintiff is informed and believes that Defendants employ or have employed numerous non-exempt employees in California during the Class Period.

b. Commonality: This action involves questions of law and fact common to the class which predominate over any questions affecting only individual members. These common questions arise from a uniform course of conduct by Defendants, including their company-wide policies and practices regarding scheduling, breaks, overtime, payroll, and wage statements.

c. Typicality: Plaintiff's claims are typical of the claims of the class members. Plaintiff, like all other class members, was subjected to Defendants' uniform policies and practices that resulted in violations of the California Labor Code. Plaintiff seeks the same types of damages, restitution, and other relief as the members of the class.

d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff has no interests that are antagonistic to the interests of the other class members. Plaintiff understands the obligations as a class representative and is willing and able to fulfill them. Counsel for Plaintiff and the putative class members is competent and experienced in litigating complex employment class actions and will vigorously prosecute this action.

e. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Given the relatively small size of individual claims, a class action is the only feasible method for class members to obtain redress for the wrongs alleged herein. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that would be involved if numerous individual actions were litigated.

f. Public Policy Considerations: California has a strong public policy in favor of enforcing its labor laws and providing a forum for employees to vindicate their rights. Employees are often hesitant to assert their rights individually for fear of retaliation. This class action provides members with anonymity, allowing for the vindication of their rights while protecting their privacy and employment status.

38. There are common questions of law and fact for the Class include, but are not limited to:

a. Whether Defendants failed to pay at least the minimum wage for all hours worked, including off-the-clock time;

b. Whether Defendants failed to pay overtime wages at the correct rates and for off-the-clock time that, when combined with regular scheduled hours, resulted in hours subject to overtime compensation;

c. Whether Defendants failed to maintain accurate payroll records;

d. Whether Defendants failed to provide lawful meal periods;

e. Whether Defendants failed to provide lawful rest periods;

f. Whether Defendants failed to provide accurate wage statements;

g. Whether Defendants failed to pay premium pay for missed meal and rest periods;

h. Whether Defendants failed to provide all wages due upon termination of employment;

i. Whether Defendants' conduct constitutes unfair competition; and

j. The proper measure of damages, restitution, wages, interest, and penalties owed to Plaintiff and the Class.

PAGA ALLEGATIONS

39. 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.

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

41. 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

42. 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.

43. On June 26, 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.

44. 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.

45. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to June 26, 2026, through final disposition of this action."

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff and the Class Against All Defendants

46. Plaintiff incorporates by reference the paragraphs above.

47. 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".

48. 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)).

49. 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).

50. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged herein.

51. For each day that Defendants failed to provide Plaintiff and the Class 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 and the Class's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

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

53. Plaintiff and the Class are 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 and the Class Against All Defendants

54. Plaintiff incorporates by reference the paragraphs above.

55. 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.

56. 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)).

57. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

58. For each day that Defendants failed to provide Plaintiff and the Class 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 and the Class's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

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

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

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff and the Class Against All Defendants

61. Plaintiff incorporates by reference the paragraphs above.

62. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

63. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

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

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff and the Class Against All Defendants

65. Plaintiff incorporates by reference the paragraphs above.

66. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

67. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

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

FIFTH CAUSE OF ACTION

Failure To Maintain Accurate Payroll Records

By Plaintiff and the Class Against All Defendants

69. Plaintiff incorporates by reference the paragraphs above.

70. Labor Code section 1174 requires employers to keep accurate payroll records showing, among other things, the hours worked daily by, and the wages paid to, each employee. Defendants, as a matter of policy and practice, failed in its affirmative obligation to maintain accurate payroll records for Plaintiff in violation of Labor Code section 1174.

71. As alleged herein, the payroll records maintained by Defendants were inaccurate and incomplete.

72. Defendants failed to maintain accurate payroll records reflecting Plaintiff's and the Class's actual hours worked, wages earned, applicable rates of pay, and other required payroll information.

73. Plaintiff and the Class are therefore entitled to the recovery of all available penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff and the Class Against All Defendants

74. Plaintiff incorporates by reference the paragraphs above.

75. 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).

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

77. 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 and the Class in that Plaintiff and the Class were unable to accurately verify and/or calculate their wages.

78. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff and the Waiting Time Subclass Against All Defendants

79. Plaintiff incorporates by reference the paragraphs above.

80. 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.

81. 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.

82. As alleged herein, Defendants willfully did not pay Plaintiff and the Waiting Time Subclass all wages owed at the conclusion of employment.

83. Plaintiff and the Waiting Time Subclass are 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 and the Class Against All Defendants

84. Plaintiff incorporates by reference the paragraphs above.

85. Defendants' conduct described herein constitutes unfair competition.

86. 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.

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

88. Plaintiff and the Class 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

89. Plaintiff incorporates by reference the paragraphs above.

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

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

92. 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.

93. 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.

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

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

96. 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.

97. 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.

98. With respect to violations of Labor Code section 1174 for failure to provide Plaintiff and the Aggrieved Employees with accurate payroll records, the penalties in Labor Code section 2699 apply.

99. With respect to violations of Labor Code section 1198 and the relevant wage order for failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code section 2699 apply.

100. 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.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendants as follows:

As to Causes of Action One Through Eight

1. Class certification

2. Appointment of Plaintiff as class representative

3. Appointment of Plaintiff's Counsel as class counsel

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 Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Fifth Cause of Action

1. Penalties pursuant to Labor Code sections 1174 and 1174.5
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

DATED: October 26, 2026

Mike Rachmann

MIKE RACHMANN
Attorney for Plaintiff

JURY TRIAL DEMAND

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

DATED: October 26, 2026

Mike Rachmann
MIKE RACHMANN
Attorney for Plaintiff