

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/24/2026 8:57:47 AM

Clerk of the Superior Court
By M. Cruz ,Deputy Clerk

Attorneys for Plaintiff,
CRISTIAN RICARDO RODRIGUEZ CRUZ,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CRISTIAN RICARDO RODRIGUEZ CRUZ,)
an individual, on behalf of himself and all)
others similarly situated,)

Plaintiff,)

vs.)

B & F TACO SHOP INC, a California)
corporation and DOES 1-50, inclusive,)

Defendant.)

Case No.: 26CU034996N

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

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
Termination**
- 5. Failure to Provide Compliant Meal
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Provide Proper Cool-Down
Rest Period**
- 8. Failure to Reimburse for Required
Business Expenses**
- 9. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 10. Unlawful Business Practices
Bus & Prof. Code §17200**
- 11. Private Attorneys General Act
Penalties (Lab. Code §2698, et seq.)**

***FILED AS A MATTER OF RIGHT
PURSUANT TO LABOR CODE
2699.3(a)(2)(C)***

1 Plaintiff CRISTIAN RICARDO RODRIGUEZ CRUZ, individually, and on behalf of
2 himself and all others similarly situated, all aggrieved employees, and as a Private Attorney
3 General for the State of California (collectively “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class and representative action complaint on behalf of himself, and all
8 others similarly situated, all aggrieved employees, and as a Private Attorney General for the State
9 of California, against B & F TACO SHOP INC. and DOES 1-50, inclusive, (hereafter collectively
10 “Defendant” or “Defendants”).

11 2. Defendant B & F TACO SHOP INC. operates a taco restaurant with multiple locations
12 throughout Southern California, including in Escondido, California. Plaintiff worked for
13 Defendant from December 2022 until December 18, 2025, as an hourly nonexempt employee at
14 Defendant’s Escondido location. Plaintiff and the proposed class earn at or near minimum wage.

15 3. As described further below, Defendant has violated the California Labor Code by (1)
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
17 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
18 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
19 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
20 upon termination (§201, 202, 203, 227.3); (5) failing to permit compliant meal breaks (§226 (a),
21 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,
22 1198, Wage Orders); (7) failing to provide proper cool-down rest periods (§ 226.7, 1198); (8)
23 failing to reimburse for required business expenses (§1198, 2802); (9) failing to provide accurate
24 itemized wage statements and violating record keeping requirements (§226, 1174); and (10)
25 unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*); and (11) penalties
26 under the Private Attorneys General Act (“PAGA”), Labor Code §2698, *et seq.*

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
2 reasonable attorneys' fees and costs. Pursuant to the class action procedures provided for under
3 California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as
4 "Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from
5 their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant
6 to Labor Code §2699.3 to the Labor and Workforce Development Agency ("LWDA") June 15,
7 2026, and now brings this First Amended Complaint to add claims for civil penalties under the
8 Private Attorneys General Act ("PAGA"), Labor Code §2698, et seq.

9 5. The "Class Period" is designated as the four-year period prior to the filing of this
10 Complaint through the date of the final disposition of this action.

11 6. The "PAGA Period" is designated as the one-year period prior to the filing of the PAGA
12 notice letter with the LWDA through the date of the final disposition of this action.

13 7. Defendant has treated all persons employed in California in such a way as to violate
14 California's laws governing conditions of employment and payment of wages owed. Defendant
15 has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved
16 employees are owed their back pay, plus interest and/or premiums and penalties under Business
17 and Professions Code section 17203 to compensate Class Members and aggrieved employees for
18 the delay in receiving wages due.

19 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
20 restitution to persons affected and disgorgement of profits so obtained.

21 **THE PARTIES**

22 9. Plaintiff CRISTIAN RICARDO RODRIGUEZ CRUZ is an individual who resides in
23 California and Plaintiff worked for Defendant from December 2022 until December 18, 2025.

24 10. Defendant B & F TACO SHOP INC is a California corporation doing business in
25 California with the capacity to sue and to be sued and doing business, in San Diego County, State
26 of California. Defendant exercised control over the wages, hours, and/or working conditions of
27 Plaintiff and members of the proposed class and aggrieved employees throughout the liability
28 period.

1 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
2 names and capacities are unknown to Plaintiff. When their true names and capacities are
3 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
4 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
5 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
6 by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
7 Defendants.

8 12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
9 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
10 and aggrieved employees, and exercised control over their wages, hours, and working conditions.
11 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
12 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
13 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
14 to the other Defendants.

15 JURISDICTION AND VENUE

16 13. Venue is proper in this judicial district because Defendant conducts business in this
17 County and Defendant has legal obligations to Plaintiff and many of the Class Members and
18 aggrieved employees in this case that arose in this county.

19 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
20 the minimal jurisdictional limits of the Superior Court and will be established according to proof
21 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
22 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
23 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

24 15. The California Superior Court has jurisdiction in this matter because Plaintiff is a
25 resident of California and Defendant is incorporated in and/or qualified to do business in California
26 and regularly conduct business in California. Further, there is no federal question at issue as the
27 claims herein are based solely on California law.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

17. Defendant failed to properly pay for all hours worked, including overtime compensation. Plaintiff and class members frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time.

19. Defendant from time to time failed to pay minimum wage.

21. Defendant from time to time failed to maintain a policy and practice that provides its employees with compliant meal breaks as required by California law.

23. Defendant from time to time failed to provide proper cool-down rest periods.

25. Defendant from time to time failed to consistently provide timely, accurate, itemized statements to employees, as well as maintain accurate records, in accordance with Labor § 226 and 1174.

CALIFORNIA CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1 28. This action has been brought and may properly be maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
3 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
4 employees who have been similarly injured by Defendant's unlawful employment policies and
5 practices.

6 29. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
7 four years prior to the date of filing this Complaint.

8 30. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
9 Procedure §382 on behalf of the following defined groups:

10 31. Proposed Class: "All persons who are employed or have been employed by Defendant
11 in the State of California as hourly, non-exempt workers during the period of the relevant statute
12 of limitations."

13 32. Proposed Sub-classes:

14 A. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shift in excess of five (5) hours.

17 B. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who worked one or more shifts in excess of six (6) hours.

20 C. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of eight (8)
23 hours.

24 D. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of three and one-
27 half hours (3 ½), but less than or equal to six (6) hours.
28

1 E. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of six (6) hours,
4 but less than or equal to ten (10) hours.

5 F. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who separated their employment from Defendant.

8 G. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who received pay for one or more pay periods.

11 33. The PAGA Class, also referred to herein as “aggrieved employees”: All current and
12 former hourly, non-exempt employees of Defendant in California, at any time from one year prior
13 to the filing of the PAGA notice letter with the LWDA until the resolution of this matter. Plaintiff
14 reserves the right to amend or modify the definition of aggrieved employees with respect to the
15 issues or in any other way.

16 34. This action is brought, and may properly be maintained, as a class action under CCP
17 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
18 and Subclasses (collectively “Class”) are easily ascertainable.

19 35. Numerosity: The Proposed Class is so numerous that joinder of all members is
20 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
21 time period, Defendant employed over 50 putative Class Members and aggrieved employees who
22 are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class
23 action is the only available method for the fair and efficient adjudication of this controversy.
24 Membership in the Proposed Class can be easily ascertained by an examination and analysis of
25 employee and payroll records, among other records within Defendant’s possession and control.

26 36. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
27 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
28 and procedures described above. The Plaintiff’s positions at the company was typical of those of

1 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because
2 each have sustained damages arising out of and caused by Defendant's common course of conduct,
3 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
4 Class.

5 37. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
6 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
7 California labor and employment litigation.

8 38. Commonality: Common questions of law and fact exist, including but not limited to
9 the following:

- 10 i. Whether Defendant violated wage and hour laws by failing to pay overtime
11 wages;
- 12 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
13 owed twice per month;
- 14 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
15 wage;
- 16 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
17 due upon termination;
- 18 v. Whether Defendant violated wage and hour laws by failing to provide timely
19 meal breaks;
- 20 vi. Whether Defendant's policy and practice concerning meal breaks was
21 unlawful;
- 22 vii. Whether Defendant violated wage and hour laws by failing to provide rest
23 breaks;
- 24 viii. Whether Defendant's policy and practice concerning rest breaks was
25 unlawful;
- 26 ix. Whether Defendant violated wage and hour laws by failing to provide proper
27 cool-down rest periods;
- 28

- 1 x. Whether Defendant violated wage and hour laws by failing to reimburse
2 required business expenses;
- 3 xi. Whether Defendant unlawfully failed to keep and furnish Class Members
4 with accurate, itemized records of hours worked, in violation of Labor Code
5 §§ 226 and 1174;
- 6 xii. The proper measure of damages sustained and the proper measure of
7 restitution recoverable by Plaintiff, the Class Members, and Subclass
8 Members;
- 9 xiii. Whether the Class Members are entitled to injunctive relief to enjoin any
10 further violations of wage and labor laws;
- 11 xiv. Whether Defendant, and each of them, are/were participants in the alleged
12 unlawful and/or tortious conduct;
- 13 xv. Whether Defendant's conduct was willful and reckless;
- 14 xvi. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
15 Class and the appropriate amount of reimbursement, restitution, damages, or
16 other compensation; and
- 17 xvii. What is the extent of liability of each Defendant, including DOE defendants,
18 to each Class and Subclass member?

19 39. Superiority: A class action is superior to other available methods of the fair and
20 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
21 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
22 actions impracticable given the expenses and burdens associated with seeking individual relief.
23 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
24 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
25 employees who rely on their wages and requiring that each individual take time away from work
26 to prosecute individual actions would be inequitable and result in undue hardship for the individual
27 Class members and their families. Public policy favors efficient resolution of their claims and
28

uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

40. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

41. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
1194, 1197, 1197.1, 1198, IWC Wage Orders
(Plaintiff Against All Defendants)

42. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

43. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

44. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period,

1 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
2 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
3 month.

4 45. Plaintiff and class members have been employed under conditions prohibited by the
5 wage order, and thus Defendant has also violated §§1198 and 1199.

6 46. Off-the-Clock Hours Worked. Plaintiff and class members were regularly required to
7 work off the clock. When overtime was paid, Defendant altered timecards to reduce the amount of
8 overtime paid, often limiting it to thirty minutes regardless of how much overtime was worked.
9 Defendant also contacted employees outside of work hours to discuss work issues.

10 47. Work Performed During Unpaid Meal Periods. As set forth more fully below,
11 Defendant failed to permit Plaintiff and Class Members to take timely, off-duty, meal breaks of
12 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
13 §§226.7 and 512.

14 48. Defendant often interrupted Plaintiff and Class Members’ meal break or simply did not
15 provide one. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Class
16 Members regularly missed their meal breaks because of the workload and Defendant’s failure to
17 properly account for the time.

18 49. Regular Rate Violations. Defendant pays bonuses to employees, which are listed as
19 “Bonus” on wage statements. However, these bonus payments are not factored into the regular rate
20 of pay for purposes of calculating overtime resulting in unpaid overtime. For example, Plaintiff
21 was paid a bonus on 2/21/25 and also worked overtime during that workweek. His overtime rate
22 of pay was not increased to factor in the bonus.

23 50. As a result of Defendant’s unlawful conduct as alleged herein, Plaintiff and Class
24 Members have suffered damages in the form of unpaid wages, including unpaid straight-time
25 wages, unpaid minimum wages, and unpaid overtime compensation, in amounts to be determined
26 at trial. Plaintiff and Class Members are entitled to recover all unpaid wages, interest thereon
27 pursuant to Labor Code § 218.6, liquidated damages pursuant to Labor Code § 1197.1, civil
28

penalties pursuant to Labor Code §§ 210, 558, and 1197.1, reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194, and all other relief the Court deems just and proper.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH

Cal. Lab. Code §§204, 210

(Plaintiff Against All Defendants)

51. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

52. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 204, 210.

53. Defendant was required to pay Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor Code §204(a).

54. Defendant failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

55. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to pay wages as required by law.

56. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class Members are entitled to recover civil penalties pursuant to Labor Code § 210 for each violation of § 204, interest pursuant to Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Labor Code § 218.5, all in amounts to be determined at trial, together with such other and further relief as the Court deems just and proper.

///

///

///

///

///

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGE**

3 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

4 (Plaintiff Against All Defendants)

5 57. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 58. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

9 59. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
10 to suffer or permit a California employee to work without paying wages at the proper minimum
11 wage for all time worked as required by the applicable IWC Wage Order.

12 60. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
13 Defendant's practices described above. Based on Defendant's unlawful conduct described herein,
14 and because Plaintiff and the class members were paid at or near minimum wage, employer's
15 failure to pay for all hours worked, including overtime, resulted in a payment of less than the
16 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
17 Wage Orders.

18 61. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class
19 Members are entitled to recover all unpaid minimum wages, liquidated damages in an amount
20 equal to unpaid minimum wages pursuant to Labor Code § 1194.2, civil penalties pursuant to
21 Labor Code §§ 558 and 1197.1, interest pursuant to Labor Code § 218.6, and reasonable attorneys'
22 fees and costs pursuant to Labor Code § 1194, all in amounts to be determined at trial, together
23 with such other and further relief as the Court deems just and proper.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203, 227.3, 256

4 (Plaintiff Against All Defendants)

5 62. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 63. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 201, 202, 203, 227.3, 256.

9 64. An employee who is discharged must be paid all of his or her wages, including accrued
10 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
11 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
12 Plaintiff at the time employment terminated.

13 65. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 66. As a result of Defendant's willful failure to pay all wages due upon termination as
18 alleged herein, Plaintiff and separated Class Members are entitled to recover waiting time penalties
19 pursuant to Labor Code § 203 in an amount equal to the employee's daily rate of pay for each day
20 wages remain unpaid, up to a maximum of thirty days, together with all unpaid wages due at
21 termination including accrued vacation pay pursuant to Labor Code § 227.3, interest pursuant to
22 Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Labor Code § 218.5, all
23 in amounts to be determined at trial, together with such other and further relief as the Court deems
24 just and proper.

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

3 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

4 **(Plaintiff Against All Defendants)**

5 67. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 68. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

9 69. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
10 period of more than five hours per day without providing the employee with a meal period of not
11 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
12 to work during any meal... period mandated by an applicable order of the Industrial Welfare
13 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
14 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
15 duty' meal period and counted as time worked."

16 70. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
17 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
18 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class members for
19 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
20 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
21 Code §226(a).

22 71. In this case, Defendant regularly deprived Plaintiff and class members of their meal
23 periods. When meal periods were provided, they were often late, short, and/or interrupted.

24 72. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Class
25 Members missed their meal breaks approximately four times a week. When Plaintiff and Class
26 Members did take a meal break, they were regularly cut short through additional instructions or
27 added work.
28

1 73. Rounding Meal Period Time Entries. Meal periods were also noncompliant because
2 Defendant did not have employees clock out for meal periods but instead auto-deducted thirty
3 minute meal periods. The California Supreme Court has emphasized the importance of fully
4 compliant meal periods, holding that employers must record meal period time entries to the exact
5 minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN*
6 *Services, LLC* (2021) 11 Cal.5th 58, 67.)

7 74. Failing to Allow Employees to Leave Premises. Meal breaks were further
8 noncompliant on occasions subject to proof because Plaintiff and Class Members were often
9 prohibited from leaving the premises during unpaid meal periods. When employees' activities are
10 restricted during meal periods, they are not relieved of all duties and the meal periods are not
11 compliant.

12 75. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
13 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
14 (2) did not adequately inform and train employees about their rights to meal periods and premium
15 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
16 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
17 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
18 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
19 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
20 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
21 Plaintiff and class members were not paid a premium payment, paid as an hour's wage when meal
22 periods were not given to them in compliance with California law.

23 76. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class
24 Members have suffered damages in the form of unpaid meal period premium payments at their
25 regular rate of compensation, as provided by Labor Code § 226.7(c). Plaintiff and Class Members
26 are also entitled to civil penalties pursuant to Labor Code §§ 558 and 1198, inaccurate wage
27 statement penalties pursuant to Labor Code § 226(e) as a derivative of Defendant's failure to record
28 and pay meal period premiums, interest pursuant to Labor Code § 218.6, and reasonable attorneys'

1 fees and costs pursuant to Labor Code § 218.5, all in amounts to be determined at trial, together
2 with such other and further relief as the Court deems just and proper.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST BREAKS**

5 Cal. Labor Code §§ 226, 226.7, 558, 1198, Wage Orders

6 **(Plaintiff Against All Defendants)**

7 77. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 78. Defendant's conduct described in this complaint from time to time violates the
10 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

11 79. Defendant failed to maintain a compliant rest period policy and practice that
12 consistently provides its employees with off-duty rest periods as required by California law.
13 Plaintiff is informed and believes, and based thereon alleges, that employees frequently missed
14 rest periods as a result of Defendant's staffing and business practices, and that rest breaks were not
15 consistently scheduled into daily shifts. Plaintiff and Class Members were often expected to work
16 through the entire shift without a break

17 80. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
18 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
19 prescribed by California law because Defendant: (1) did not account for all hours worked that were
20 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
21 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
22 inform and train employees about when, where and how to take timely and uninterrupted ten-
23 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
24 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
25 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
26 break policy.

27 81. The rest period requirement obligates employers to permit and authorize employees to
28 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish

control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

82. Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198.

83. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class Members are entitled to recover one additional hour of pay at their regular rate of compensation for each workday on which a compliant rest period was not authorized or permitted, pursuant to Labor Code § 226.7(c) and the applicable IWC Wage Order. Plaintiff and Class Members are further entitled to civil penalties pursuant to Labor Code §§ 558 and 1198, interest pursuant to Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Labor Code § 218.5, all

1 in amounts to be determined at trial, together with such other and further relief as the Court deems
2 just and proper.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PROPER COOL-DOWN REST PERIODS**

5 Cal. Labor Code §§ 226.7, 1198

6 (Plaintiff Against All Defendants)

7 84. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 85. Defendant's conduct described in this complaint from time to time violates the
10 provisions of Labor Code §§ 226.7, 1198.

11 86. Labor Code section 226.7, subdivision (c) provides:

12 If an employer fails to provide an employee a... recovery period in
13 accordance with a state ., law, including, but not limited to an applicable
14 statute or applicable regulation, standard, or order of the Occupational
15 Safety and Health Standards Board, or the Division of Occupational
16 Safety and Health, the employer shall pay the employee one additional
17 hour of pay at the employee's regular rate of compensation for each
18 workday that the meal or rest or recovery period is not provided.

19 87. Defendant required Plaintiff and class members to consistently work in in temperatures
20 far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool down period
21 opportunities.

22 88. Plaintiff and class members were exposed to a high risk of suffering heat illness so that
23 their life, safety, and health were jeopardized by Defendant's conduct, violating California Code
24 of Regulation, Title 8, section 3395 and Labor Code sections 226.7 and 1198.

25 89. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class
26 Members are entitled to recover one additional hour of pay at their regular rate of compensation
27 for each workday on which a compliant cool-down recovery period was not provided, pursuant to
28 Labor Code § 226.7(c). Plaintiff and Class Members are further entitled to civil penalties pursuant

1 to Labor Code § 1198, interest pursuant to Labor Code § 218.6, and reasonable attorneys' fees and
2 costs pursuant to Labor Code § 218.5, all in amounts to be determined at trial, together with such
3 other and further relief as the Court deems just and proper.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

6 Cal. Labor Code §§ 1198, 2802

7 **(Plaintiff Against All Defendants)**

8 90. Plaintiff incorporates by reference in this cause of action each allegation of the
9 preceding paragraphs as though fully set forth herein.

10 91. Defendant's conduct described in this complaint from time to time violates the
11 provisions of Labor Code §§ 1198, 2802.

12 92. Labor Code §2802 requires employers to indemnify employees for necessary
13 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

14 93. Plaintiff and class members are required to use their personal cell phones for work
15 related communications for which they are not reimbursed. For example, Managers regularly
16 communicated with Plaintiff and Class Members on their mobile phones. The required use of
17 personal phones was a consistent practice that was required and compelled by Defendant's
18 operational demands, and Defendant had no reimbursement policy or systematically failed to apply
19 one.

20 94. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class
21 Members are entitled to recover all unreimbursed necessary business expenditures, including costs
22 associated with the use of personal cell phones for work-related communications, together with
23 interest thereon as provided by Labor Code § 2802(b), and reasonable attorneys' fees and costs
24 pursuant to Labor Code § 2802(c), all in amounts to be determined at trial, together with such other
25 and further relief as the Court deems just and proper.

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

3 Cal. Labor Code §§ 226, 1174

4 **(Plaintiff Against All Defendants)**

5 95. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 96. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 226, 1174.

9 97. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
10 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
11 keep accurate records as required by §1174(d).

12 98. Plaintiff alleges that wage statements were inaccurate because, as alleged above,
13 Defendant altered time records to reduce the total amount of overtime payable to Plaintiff and
14 Class Members. This pattern of alteration resulted in inaccurate wage statements that violate the
15 Labor Code.

16 99. Additionally, derivative of the claims above, the statements provided to Plaintiff and
17 class members, and the records maintained by Defendant, have not accurately reflected actual
18 gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours
19 worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium
20 wages.

21 100. §226 (a) requires:

22 A. An employer, semimonthly or at the time of each
23 payment of wages, shall furnish to his or her employee, either as a
24 detachable part of the check, draft, or voucher paying the
25 employee's wages, or separately if wages are paid by personal check
26 or cash, an accurate itemized statement in writing showing (1) gross
27 wages earned, (2) total hours worked by the employee, except as
28 provided in subdivision (j), (3) the number of piece-rate units earned

1 and any applicable piece rate if the employee is paid on a piece-rate
2 basis, (4) all deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and shown as one
4 item, (5) net wages earned, (6) the inclusive dates of the period for
5 which the employee is paid, (7) the name of the employee and only
6 the last four digits of his or her social security number or an
7 employee identification number other than a social security number,
8 (8) the name and address of the legal entity that is the employer and,
9 if the employer is a farm labor contractor, as defined in subdivision
10 (b) of Section 1682, the name and address of the legal entity that
11 secured the services of the employer, and (9) all applicable hourly
12 rates in effect during the pay period and the corresponding number
13 of hours worked at each hourly rate by the employee...

14 101. Such failures called injury to Plaintiff and others, by, among other things, impeding
15 them from knowing the total hours worked, and the amount of wages to which they are and were
16 entitled.

17 102. As a result of Defendant's knowing and intentional failures as alleged herein, Plaintiff
18 and Class Members have suffered injury and are entitled to recover the greater of their actual
19 damages or the statutory penalties provided by Labor Code § 226(e), which provides for fifty
20 dollars per employee for the initial pay period in which a violation occurs and one hundred dollars
21 per employee for each subsequent violation, up to a maximum of four thousand dollars per
22 employee, together with reasonable attorneys' fees and costs pursuant to Labor Code § 226(e)(1),
23 all in amounts to be determined at trial, together with such other and further relief as the Court
24 deems just and proper.

25 ///

26 ///

27 ///

28 ///

1 **TENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

3 California Business and Professions Code section 17200, et seq.

4 **(Plaintiff Against All Defendants)**

5 103. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 104. Defendant from time to time knowingly committed, and upon information and belief
8 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
9 including, but not limited to unlawful practices as described in the causes of action articulated
10 above, and hereby incorporated herein.

11 105. Plaintiff lost money and property as a result of Defendant's unlawful business
12 practices described above.

13 106. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
14 money or property acquired by Defendant by means of such unlawful business practices, in
15 amounts not yet known, but to be ascertained at trial.

16 107. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
17 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
18 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
19 general public will be irreparably injured.

20 108. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
21 by this Court, will continue to engage in the unlawful business practices described above in
22 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
23 public.

24 109. Plaintiff's success in this action will result in the enforcement of important rights
25 affecting the public interest by conferring a significant benefit upon the general public.

26 110. Defendant's numerous violations of local and California law, as well as the other
27 statutory and regulatory violations alleged herein, constitute unlawful business actions and
28 practices in violation of Business and Professions Code § 17200, et seq.

111. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium wages, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, properly paying sick pay, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

ELEVENTH CAUSE OF ACTION

STATUTORY PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT

Labor Code §2698, et seq.

(Plaintiff Against All Defendants)

112. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

113. Under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§2698-2699.8, an aggrieved employee, on behalf of himself and other current or former aggrieved employees, may recover civil penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

114. As set forth above, Defendant has committed numerous violations of the Labor Code, including the violations alleged in the foregoing causes of action, for which the Labor Code provides for civil penalties. Labor Code §2699.5 identifies the Labor Code provisions alleged herein as statutes to which §2699.3's procedural requirements apply before a penalty may be assessed under §2699(a) and (f). Plaintiff has complied with the procedural requirements of Labor Code §2699.3 by providing written notice of the alleged violations to Defendant and to the LWDA on June 15, 2026. Plaintiff has therefore exhausted his administrative remedies and now brings

1 this cause of action on behalf of himself and all other aggrieved employees as permitted by Labor
2 Code §2698, et seq.

3 115. Pursuant to Labor Code §2699(a), (f), and (i), as amended by Assembly Bill 2288
4 (effective June 19, 2024), civil penalties recovered under PAGA are distributed 65% to the LWDA
5 and 35% to the aggrieved employees, in addition to an award of reasonable attorneys' fees and
6 costs pursuant to Labor Code §2699(g)(1).

7 116. Enforcement of statutory provisions enacted to protect workers and to ensure proper
8 and prompt payment of wages due to employees is a fundamental public interest in California.
9 Plaintiff's success in this action will result in the enforcement of important rights affecting the
10 public interest and will confer a significant benefit on the general public. Private enforcement of
11 the rights enumerated herein is necessary, as no public agency has pursued enforcement. Plaintiff
12 is incurring a financial burden in pursuing this action, and it would be against the interests of justice
13 to require payment of attorneys' fees and costs from any recovery that might be obtained herein,
14 pursuant to, inter alia, Labor Code §2699(g)(1) and Code of Civil Procedure §1021.5.

15 117. As a result of Defendant's violations alleged herein, Plaintiff, on behalf of himself
16 and all other aggrieved employees, is entitled to recover all applicable civil penalties available
17 under the Labor Code provisions alleged in this Complaint, together with reasonable attorneys'
18 fees and costs, pursuant to Labor Code §2699, et seq., all in amounts to be determined at trial,
19 together with such other and further relief as the Court deems just and proper.

20 REQUEST FOR RELIEF

21 WHEREFORE, Plaintiff, on behalf of himself, the Proposed Class, and all aggrieved
22 employees, request judgment and the following specific relief against Defendant as follows:

- 23 A. That the Court determine that this action may be maintained as a class action
24 under Code of Civil Procedure § 382;
- 25 B. That the Court determine that this action may be maintained as a representative
26 action under the Private Attorneys General Act, Labor Code §2698, et seq.;
- 27 C. Provision of class notice to all members of the Class;
- 28

- 1 D. That Defendant is found to have violated the above-referenced provisions of the
2 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
3 relevant subclass Members;
- 4 E. For compensatory damages, in an amount according to proof at trial, with
5 interest thereon;
- 6 F. For compensation for not being paid overtime;
- 7 G. For compensation for not being paid all wages owed twice per month;
- 8 H. For compensation for not being paid minimum wage;
- 9 I. For compensation for not being paid all wages due upon termination;
- 10 J. For compensation for not being provided rest breaks;
- 11 K. For compensation for not being provided compliant meal breaks;
- 12 L. For compensation for not being provided proper cool-down rest periods;
- 13 M. For compensation for not being reimbursed for required business expenses;
- 14 N. For compensation for not being paid premium and penalty wages;
- 15 O. That Defendant's actions are found to be willful and/or in bad faith to the extent
16 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
17 willful failure to pay all compensation owed at the time of separation to Plaintiff
18 and Class Members no longer employed by Defendant;
- 19 P. That Plaintiff and Class Members receive penalties for Defendant's violation of
20 §226 and 1174 of the California Labor Code for willful failure to provide and
21 maintain the required accurate and itemized wage statements;
- 22 Q. That Plaintiff and Class Members receive an award in the amount of unpaid
23 wages owed, including interest thereon, and penalties as provided in the Labor
24 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
25 558, subject to proof at trial;
- 26 R. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
27 amounts acquired through Defendant's unlawful activities pursuant to Business
28 and Professions Code §§ 17200-05 and enjoined to cease and desist from

1 unlawful and unfair activities in violation of California Business and
2 Professions Code § 17200 et. seq.;

3 S. That Plaintiff and Class Members receive an award of reasonable attorneys'
4 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
5 218.5, and 1194 and/or applicable laws;

6 T. That the Court award civil penalties pursuant to Labor Code §2698, et seq., 65%
7 payable to the LWDA and 35% payable to Plaintiff and the aggrieved
8 employees;

9 U. That the Court issue declaratory relief that Defendant's challenged policies are
10 unlawful; and

11 V. That the Court order further relief, in law and equity, as it deems appropriate
12 and just.

13
14 DATED: August 21, 2026

KOUL LAW FIRM, APC

15
16 

17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiff CRISTIAN
19 RICARDO RODRIGUEZ CRUZ and
20 putative class members
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A – PAGA NOTICE



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

June 15, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

B & F Taco Shop Inc.
1705 Escondido Blvd
Escondido, CA 92025

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Cristian Ricardo Rodriguez Cruz

Employer(s): B & F Taco Shop Inc.

Dear Sir or Madam:

Cristian Ricardo Rodriguez Cruz (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, B & F Taco Shop Inc. (hereafter “Employer”).

Employer operates a taco restaurant with multiple locations throughout Southern California. Claimant worked for Employer from December 1, 2022 to December 18, 2025 as a cook at Employer’s Escondido location. Claimant worked as an hourly, nonexempt employee earning approximately \$20 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to

seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 et seq., on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

For example, Claimant was regularly required to work off the clock. When he was paid overtime, Employer altered his timecards to reduce the amount of overtime he was paid, often limiting it to thirty minutes regardless of how much overtime was worked. Employer also contacted Claimant outside of work hours to discuss work issues.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Employer often interrupted Claimant’s meal break or simply did not provide one. Claimant states that he regularly missed his meal break because of the workload and Employer’s failure to properly account for the time.

Regular Rate Violations

Employer pays bonuses to employees, which are listed as “Bonus” on wage statements. However, these bonus payments are not factored into the regular rate of pay for purposes of calculating overtime resulting in unpaid overtime. For example, Claimant was paid a bonus on 2/21/25 and also worked overtime during that workweek. His overtime rate of pay was not increased to factor in the bonus.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above. Based on Employer’s unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may 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...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Employer regularly deprived Claimant and other aggrieved employees of their meal breaks. Claimant missed his meal break approximately four times a week. When he did take a meal break, they were regularly cut short through additional instructions or added work. Other employees similarly missed meal breaks or had their meal breaks cut short.

Rounding Meal Period Time Entries

Meal periods were also noncompliant because Claimant alleges that Employer did not have employees clock out for meal periods. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failing to Allow Employees to Leave Premises

“Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please*.” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

In this case, employees rarely took their required meal breaks. When employees were permitted a meal period, it was often interrupted and employees were not allowed to leave the premises. When employees’ activities are restricted during meal periods, they are not relieved of all duties and the meal periods are not compliant. This resulted in consistent meal period violations.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty,” or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted

rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Here, Claimant and aggrieved employees frequently missed their required rest breaks. Employees were often expected to work through the entire shift without a break.

Failure to Provide Proper Cool-Down Rest Periods

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Labor Code section 226.7, subdivision (c) provides:

If an employer fails to provide an employee a... recovery period in accordance with a state ., law, including, but not limited to an applicable statute or applicable regulation, standard, or order of the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Employers required Claimant and aggrieved employees to consistently work in in temperatures far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool down period opportunities.

Failure to Provide Safe Working Conditions – Excessive Heat
(Cal. Labor Code §1198, Wage Order)

Employer's workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot poorly ventilated rooms reaching temperatures of over 90 degrees.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable under §1198 for civil penalties pursuant to §2698 *et. seq.*

Failure To Provide Suitable Seating
(Lab. Code section 1198 and Wage Orders)

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

The Wage Orders provide that:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When 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.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating, nor was seating provided within a 3-4 minute walk from work areas for necessary breaks. Accordingly, Claimant will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees were required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Claimant also used his car to purchase and pick up supplies for the restaurant but was not compensated for this.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

As discussed above, Employer altered wage statements to artificially lower the amount of overtime pay due to Claimant and other aggrieved employees. This pattern of alteration resulted in inaccurate wage statements that violate the Labor Code.

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee

identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 26CU034996N

Rodriguez Cruz v. B & F Taco Shop., et al.

I, BETHANY GORFU declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On August 21, 2026, I served the foregoing documents described as:

• **FIRST AMENDED CLASS ACTION COMPLAINT**

 X

BY U.S. MAIL: I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

B & F Taco Shop

c/o Fernando Ruiz

4534 Bonita Rd

Bonita, CA 91902

Registered Agent for Defendant

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

Executed on this August 21, 2026, in Glendale, California.



BETHANY GORFU