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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – PASADENA COURTHOUSE**

CARLOS MORENO; PAUL HANEISHI;
BRANDON ROMERO, on behalf of all
other Aggrieved Employees;

Plaintiff,

vs.

SPECIALTY RESTAURANTS
CORPORATION, a California Corporation;
VERDUGO RESTAURANT
CORPORATION, a California Corporation;
and DOES 2 through 50, inclusive,

Defendants.

Case No. 24NNCV02698

**FIRST AMENDED COMPLAINT FOR
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiffs CARLOS MORENO, PAUL HANEISHI, and BRANDON ROMERO
(hereinafter “REPRESENTATIVE PLAINTIFFS”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF Carlos Moreno is an individual who resides in
California and was employed by SPECIALTY RESTAURANTS CORPORATION (“SRC”)
and VERDUGO RESTAURANT CORPORATION (“VERDUGO”), on or about September 18,
2023 and worked for EMPLOYERS until on or about September 27, 2023.

FILED
Superior Court of California
County of Los Angeles

NOV 21 2025

David W. Slayton, Executive Officer/Clerk of Court
By: M. Jones, Deputy

2. REPRESENTATIVE PLAINTIFF Paul Haneishi is an individual who resides in California and was employed by VERDUGO, previously served as DOE 1, and SRC on or about November 24, 2022 and worked for EMPLOYERS until on or about November 22, 2024.

3. REPRESENTATIVE PLAINTIFF Brandon Romero is an individual who resides in California and was employed by VERDUGO, previously served as DOE 1, and SRC on or about August 7, 2022 and worked for EMPLOYERS until on or about May 1, 2025.

4. REPRESENTATIVE PLAINTIFFS are informed and believe, and based on such information and belief, allege that at all times mentioned herein, SRC is a California Corporation, licensed to do business and actually doing business in the State of California.

5. REPRESENTATIVE PLAINTIFFS are informed and believe, and based on such information and belief, allege that at all times mentioned herein, VERDUGO is a California Corporation, licensed to do business and actually doing business in the State of California.

6. REPRESENTATIVE PLAINTIFFS are informed and believe, and based on such information and belief, allege that DEFENDANTS operate various American restaurant chains in Southern California. Thus, DEFENDANTS are subject to the applicable California laws as alleged throughout this Complaint.

7. REPRESENTATIVE PLAINTIFFS are unaware of the true names and capacities, whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 2 through 50, inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE PLAINTIFFS will seek leave of court to amend this complaint to state said DEFENDANTS' true names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFFS are informed and believe and based thereon allege that said fictitiously named DEFENDANTS are responsible in some manner for the injuries and damages to the AGGRIEVED EMPLOYEES as further alleged herein.

8. The AGGRIEVED EMPLOYEES worked for all the DEFENDANTS or for any of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid employees who worked for all DEFENDANTS only.

9. The definition of “employer” for purposes of the California Labor Code includes irregular working arrangements and was specifically drafted to prevent evasion and subterfuge of California’s labor laws. To that end, REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon alleges, that DEFENDANTS, including any as of now unknown entities, must be classified as joint-employers for purposes of liability for civil penalties under the Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil penalties for violation of the California Labor Code and REPRESENTATIVE PLAINTIFFS seek said penalties on behalf of all other AGGRIEVED EMPLOYEES, not on their own behalf. The term “DEFENDANTS” used throughout this Complaint includes all named DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS whether corporate, individual, or otherwise, that are now unknown but are referred to throughout this Complaint as DOES 2 through 50, inclusive.

10. REPRESENTATIVE PLAINTIFFS suffered at least one labor code violation as a result of DEFENDANTS’ policies and practices, and as a result have standing to pursue a representative PAGA claim. Although REPRESENTATIVE PLAINTIFFS have suffered labor code violations, REPRESENTATIVE PLAINTIFFS do not seek any redress or remedy for any of their individual claims including but not limited to their individual PAGA claims. As this is a PAGA only case, no wages are sought on behalf of anyone. The only recovery Plaintiffs seek in this case are for representative PAGA penalties, attorneys’ fees and costs.

11. As is only a Private Attorney General Action Complaint, pursuant to California Labor Code section 2699 et seq., the representative class is comprised of all persons who worked for DEFENDANTS in their California locations as non-exempt, hourly employees (hereinafter, collectively, “AGGRIEVED EMPLOYEES”) for:

- i. failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5;
- ii. failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders;

- i. failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders;
- ii. failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders;
- iii. failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;
- iv. failure to pay reporting time wages in violation of applicable Wage Orders;
- v. failure to pay split shift wages in violation of applicable Wage Orders;
- vi. failure to pay all wages earned on time in violation of Labor Code section 204;
- vii. failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;
- viii. failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- ix. failure to provide notice of paid sick time and accrual in violation of Labor Code section 246;
- x. employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

VENUE AND JURISDICTION

12. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that DEFENDANTS conduct business within the County of Los Angeles, and each Defendant is within the jurisdiction of this Court for service of process. AGGRIEVED EMPLOYEES' injuries were incurred within the County of Los Angeles, the actions giving rise to the Complaint filed on behalf of AGGRIEVED EMPLOYEES arose within the County of Los Angeles, and DEFENDANTS are located in the County of Los Angeles.

13. Under the plain meaning of the relevant venue statutes, DEFENDANTS' "liability" (§ 395.5), and "some part of the cause" (§ 393), arose in Los Angeles County because Labor Code violations allegedly occurred there. (See *Black Diamond Asphalt, Inc. v. Superior Court* (2003) 109 Cal.App.4th 166, 172, 134 Cal.Rptr.2d 510 [under § 395.5, liability arises where a breach of legal rights occurs]; *Dow AgroSciences LLC v. Superior Court, supra*, 16 Cal.App.5th at pp. 1074-1077, 224 Cal.Rptr.3d 761 [under § 393, subd. (a), in an action against a corporation for breach of statutory duty to warn residents about toxic fumigant, the cause "arose" where the residents were exposed to the fumigants].) See *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County* (2021) 60 Cal.App.5th 1069 [275 Cal.Rptr.3d 316, 60 Cal.App.5th 1069].

14. REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon allege, that no federal question is raised and that the Class Action Fairness Act ("CAFA"), 28 U.S.C. Section 1322(d) does not apply, or in the alternative that exceptions for local cases or controversies under the CAFA do apply and prohibit removal of the action to federal Court.

15. REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon allege, that the total number of pay periods REPRESENTATIVE PLAINTIFFS worked, are not at issue in this matter for purposes of calculating individual claims necessary to meet the amount in controversy so as to implicate traditional jurisdiction under 28 U.S.C. 1322(a) or jurisdiction under the CAFA. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. Sections 1322(a)-(d). PAGA civil penalty actions are not subject to federal jurisdiction.

16. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the PAGA, California Labor Code sections 2698 et seq.

SCOPE

17. The "AGGRIEVED EMPLOYEES" are DEFENDANTS' current and former hourly-paid, non-exempt employees excluding REPRESENTATIVE PLAINTIFFS, who either were or are employed in the State of California from April 23, 2023 through the date of judgment in this action.

STATEMENT OF FACTS

18. REPRESENTATIVE PLAINTIFF MORENO was hired by DEFENDANTS with the job title of Server on or about September 18, 2023. DEFENDANTS are California Corporations that operate as a leader in the hospitality industry with a portfolio of 17 award winning restaurants throughout the United States. REPRESENTATIVE PLAINTIFF MORENO worked for DEFENDANTS up until on or about September 27, 2023.

19. REPRESENTATIVE PLAINTIFF HANEISHI was hired by DEFENDANTS with the job title of Executive Sous Chef on or about November 24, 2022. REPRESENTATIVE PLAINTIFF HANEISHI worked for DEFENDANTS up until on or about November 22, 2024.

20. REPRESENTATIVE PLAINTIFF MORENO was hired by DEFENDANTS with the job title of Host and Banquet Server on or about August 7, 2022. REPRESENTATIVE PLAINTIFF MORENO worked for DEFENDANTS up until on or about May 1, 2025.

21. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFFS seek to represent in this action, working as non-exempt, hourly-paid employees were regularly required to work off-the-clock, and/or during their rest and/or meal periods.

22. REPRESENTATIVE PLAINTIFF MORENO filed a PAGA Notice on April 23, 2024 by serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor Code section 2699.3. As of June 28, 2024, 65 Days after REPRESENTATIVE PLAINTIFF MORENO'S PAGA Notice, REPRESENTATIVE PLAINTIFF MORENO has not received correspondence from the LWDA regarding its intent to investigate the claims.

23. On September 8, 2025, REPRESENTATIVE PLAINTIFFS HANEISHI and ROMERO were added to the April 23, 2025 PAGA Notice as additional employees via a Second Amended PAGA Notice. As of November 13, 2025, 65 Days after the REPRESENTATIVE PLAINTIFFS' Second Amended PAGA Notice, REPRESENTATIVE PLAINTIFFS had not received correspondence from the LWDA regarding its intent to investigate the claims.

24. REPRESENTATIVE PLAINTIFFS bring claims on behalf of the AGGRIEVED EMPLOYEES.

FAILURE TO PROVIDE EMPLOYMENT RECORDS

25. California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and wages paid]...shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

26. California Labor Code Section 432 provides, "If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

27. California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

28. In accordance with the process set out in Labor Code Section 226, REPRESENTATIVE PLAINTIFFS requested, in writing by letter via certified first-class mail to DEFENDANTS and regular first-class mail to DEFENDANTS, that DEFENDANTS provide REPRESENTATIVE PLAINTIFFS with wage and payroll history, all documents signed by REPRESENTATIVE PLAINTIFFS pursuant to Labor Code Section 432, and a copy of REPRESENTATIVE PLAINTIFFS' personnel records pursuant to Labor Code Section 1198.5.

29. The time periods provided to DEFENDANTS by Labor Code Sections 226, 432, 1198.5 and any other relevant statutes have elapsed since DEFENDANTS received REPRESENTATIVE PLAINTIFFS' correspondence requesting documents pursuant to Labor Code Sections 226, 432, and 1198.5, and a copy of REPRESENTATIVE PLAINTIFFS' personnel records pursuant to Labor Code Section 1198.5. However, DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFFS with all the employment documents to which they are entitled, including, but not limited to, copies of all internal performance reviews with bonus recommendations.

30. REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS failed to provide records in compliance with Labor Code Sections 226, 432, and 1198.5 to other AGGRIEVED EMPLOYEES in response to their requests.

1 31. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
2 Code Section 2699 *et seq.* and seek representative PAGA penalties on behalf of AGGRIEVED
3 EMPLOYEES only.

4 **OVERTIME / DOUBLE TIME**

5 32. California Labor Code sections 510 and the applicable Wage Orders require
6 employers to pay employees working more than eight (8) hours in a day or more than 40 hours
7 in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay
8 (“overtime”) for time such worked, and two (2) times their regular rate of pay (“double time”) for such hours worked in excess of 12 hours in a day. “Regular rate” includes all remuneration, including non-discretionary bonuses and incentives.

9 33. During the relevant time period, REPRESENTATIVE PLAINTIFFS and other
10 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours
11 in a workday and/or 40 hours in a workweek.

12 34. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFFS and the
13 other AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled
14 shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
15 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFFS and the other
16 AGGRIEVED EMPLOYEES all the wages to which they were entitled.

17 35. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
18 Code Section 2699 *et seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED
19 EMPLOYEES only.

20 **MEAL / REST BREAKS**

21 36. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
22 require employers to pay employees one (1) additional hour of pay at the employees’ regular
23 rate for each workday that a legally compliant meal and/or rest break was not provided.
24 Employers cannot require, cause, or permit an employee to work more than five (5) hours per
25 day without providing an uninterrupted meal break. If an employee works over ten (10) hours
26 in a workday, employers are required to either provide a second, uninterrupted 30-minute meal
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1 break or pay employees an additional one (1) hour of pay at the employees' regular rate. If the
2 employer fails to properly record a valid meal period, it is presumed that no meal period was
3 provided. Furthermore, no employer shall require an employee to work during any rest period.
4 Rest periods requirements are based on the total hours worked; employees are legally entitled
5 to ten (10) minutes per four (4) hours, or major fraction thereof, that employee worked.

6 37. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFFS and other
7 AGGRIEVED EMPLOYEES with the required rest and meal break periods.
8 REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES were routinely
9 required to work through these periods instead, because of understaffing, inadequate coverage,
10 unreasonably high workload and expectations, and/or other actions, inactions, or decisions made
11 by and within the sole control and discretion of DEFENDANTS.

12 38. REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES
13 worked shifts in excess of five (5) hours without a meal break and worked shifts of ten (10)
14 hours or more without a second meal break, due to understaffing, inadequate coverage,
15 unreasonably high workload and expectations, and/or other actions, inactions, or decisions made
16 by and within the sole control and discretion of DEFENDANTS.

17 39. REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon
18 allege, that any purported appearance of meal and rest break compliance is because
19 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
20 timekeeping records of REPRESENTATIVE PLAINTIFFS and other AGGRIEVED
21 EMPLOYEES in an attempt to hide the aforementioned infractions. DEFENDANTS,
22 knowingly and contrary to law and public policy, employed a tactic of clocking-out employees
23 for rest and/or meal periods that were never taken and/or were legally non-compliant, and/or
24 otherwise falsified or altered timekeeping records.

25 40. DEFENDANTS knew, or should have known, that their behavior caused
26 REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through
27 the above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still
28 chose not to pay meal and rest period premiums required by law.

41. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor Code Section 2699 *et seq* and seek representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

MINIMUM WAGE

42. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

(1) For any employer who employs 26 or more employees:

From January 1, 2021, to December 31, 2021, \$14 per hour.

From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

From January 1, 2023, to December 31, 2023, \$15.50 per hour.

From January 1, 2024, and until adjusted by subdivision (c) \$16 per hour.

From January 1, 2025, to December 31, 2023 (c) \$16.50 per hour.

(2) For any employer who employs 25 or fewer employees:

From January 1, 2021, to December 31, 2021, \$13 per hour.

From January 1, 2022, to December 31, 2022, \$14 per hour.

From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

From January 1, 2024, and until adjusted by subdivision (c) \$16 per hour.

From January 1, 2025, to December 31, 2023 (c) \$16.50 per hour.

43. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, employers' failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.

44. As alleged throughout this Complaint, due to the company-wide failures of DEFENDANTS, REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES were forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE

1 PLAINTIFFS and other AGGRIEVED EMPLOYEES' minimum wage for this time and/or
2 falsified timekeeping records to hide this fact.

3 45. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
4 Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED
5 EMPLOYEES only.

6 **ACCURATE/ITEMIZED WAGE STATEMENTS**

7 46. California Labor Code 226(a) requires employers to create and provide to
8 employees true and accurate employment records. California Labor Code section 226(e)
9 provides that if an employer fails to furnish an employee with same, the employee is entitled to
10 recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per
11 employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes
12 civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in
13 an initial citation, and \$1,000 per employee for each subsequent violation.

14 47. California Labor Code 1174(d) requires employers to keep payroll records
15 showing hours worked, and wages paid to and/or number of piece-rate units earned, for all
16 employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for filing
17 to maintain same.

18 48. California Labor Code section 1198 provides that maximum hours and standard
19 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders.
20 Pursuant to the applicable Wage Order, employers must keep accurate records of when
21 employees begin and end each work period and each meal period.

22 49. DEFENDANTS knowingly provided employees with records that do not meet the
23 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
24 accurately document, among other things, employees' off-the-clock work. As a result,
25 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
26 REPRESENTATIVE PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

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1 50. The statements in question are deficient in many other ways, including, but not
2 limited to: failure to list total hours worked, failing to list applicable hourly rates and the
3 numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable
4 piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and
5 SSN/EID properly, failure to list the full legal name and address of the employer, failure to list
6 inclusive dates for which employees are paid, failure to provide employees with the ability to
7 easily access wage statements and get hard copies at no expense to the employee, and/or failure
8 to state all hours worked as a result of off-the-clock work.

9 51. DEFENDANTS willfully failed to maintain accurate payroll records for
10 REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES as a result of
11 DEFENDANTS' failure to accurately record employees' rest breaks, and/or meal breaks, and/or
12 off-the-clock work. DEFENDANTS' failure makes it impossible for REPRESENTATIVE
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES to accurately determine the extent of
14 their underpayment, thereby causing further injuries to each of them.

15 52. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
16 Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED
17 EMPLOYEES only.

18 REPORTING TIME

19 53. Applicable Wage Orders provide that for each workday when an employee is
20 required to and does in fact report to work, but is either not put to work or is furnished less than
21 half of said employee's usual scheduled day's work, that employee should be paid for no less
22 than half, and in no event less than two (2) hours, of the employees' regular rate of pay.

23 54. REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES were
24 frequently told by DEFENDANTS to report to work and were either not put to work or were
25 furnished less than half of said employees' usual scheduled day's work. DEFENDANTS
26 routinely failed to pay the required reporting time wages to REPRESENTATIVE PLAINTIFFS
27 and other AGGRIEVED EMPLOYEES for each of these instances.
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55. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

SPLIT SHIFTS

57. DEFENDANTS routinely scheduled REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES for multiple different shifts throughout the same workday, separated by periods other than bona fide rest or meal breaks. DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES one (1) hour's pay at the applicable minimum wage, which resulted in REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES being paid less than the applicable minimum wage for that day. As a further consequence, DEFENDANTS also failed to separately list "split shift" payments on REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES wage statements.

58. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor Code Section 2699 *et seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

ALL WAGES PAID ON TIME

59. California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

60. As a result of the numerous company-wide failures of DEFENDANTS as described throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages due to them, including, but not

1 limited to minimum wages, overtime wages, double time wages, split shift pay and/or reporting
2 time pay, within the statutorily required time period.

3 61. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
4 Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED
5 EMPLOYEES only.

6 **ALL WAGES PAID ON DISCHARGE / TERMINATION**

7 62. California Labor Code sections 201, 202, and 203 provide that employees who are
8 terminated are due all wages earned immediately. Employees who resign their employment
9 without giving 72-hours' notice are due all wages earned within 72 hours of their resignation.
10 Employees who resign their employment giving 72-hours' notice are entitled to all wages earned
11 at the time their resignation becomes effective.

12 63. DEFENDANTS terminated their employment relationship with
13 REPRESENTATIVE PLAINTIFF MORENO on September 27, 2023. Accordingly,
14 EMPLOYEE was due all wages earned immediately.

15 64. When REPRESENTATIVE PLAINTIFFS finally received EMPLOYEE's final
16 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
17 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE
18 PLAINTIFFS. Due to the company-wide failures of DEFENDANTS as described throughout
19 this Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES
20 timely wages upon their discharge or resignation.

21 65. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
22 Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED
23 EMPLOYEES only.

24 **FAILURE TO REIMBURSE**

25 66. California Labor Code Sections 2800 and 2802 require that an employer
26 indemnify employees for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of their duties.
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1 67. REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES were
2 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
3 their job duties. Such personal expenses include, but are not limited to, use of personal cell
4 phone, travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFFS and the other
5 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job
6 duties absent incurring these personal expenses. DEFENDANTS failed to indemnify
7 REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES for all necessary
8 expenditures or losses accordingly.

9 68. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor
10 Code Section 2699 *et seq*, and seek representative PAGA penalties on behalf of AGGRIEVED
11 EMPLOYEES only.

12 **NOTICE OF PAID SICK TIME AND ACCRUAL**

13 69. California Labor Code section 246 provides that an employee who works for the
14 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue
15 at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
16 commencement of employment. Employers must provide employees with written notice setting
17 the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized
18 wage statements (as described in Labor Code section 226) or in a separate writing accompanying
19 such wage statements.

20 70. REPRESENTATIVE PLAINTIFF MORENO was hired by DEFENDANTS on
21 or about September 18, 2023 and worked for DEFENDANTS until on or about September 27,
22 2023. REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES worked for
23 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
24 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
25 PLAINTIFFS and other AGGRIEVED EMPLOYEES, either on itemized wage statements or
26 in a separate writing accompanying such wage statements, the amount of sick leave available to
27 REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES.
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71. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES but for DEFENDANTS' failure to properly institute and/or adhere to a legally compliant paid sick leave program. REPRESENTATIVE PLAINTIFFS are informed and believe, and based thereon allege, that these practices were experienced and continue to be experienced by the other AGGRIEVED EMPLOYEES.

CIVIL PENALTIES AND INDIVIDUAL LIABILITY

72. California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

73. \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;

74. \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

75. Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

76. DEFENDANTS are employers and violated REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this Complaint.

77. As a result, REPRESENTATIVE PLAINTIFFS have standing under the Labor Code Section 2699 *et seq* and seek representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

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FIRST CAUSE OF ACTION

(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)

**(By REPRESENTATIVE PLAINTIFFS Against DEFENDANTS and Does 1 through 10,
inclusive)**

78. REPRESENTATIVE PLAINTIFFS incorporate by reference the allegations contained in each of the preceding paragraphs and each and every part thereof with the same force and effect as though fully set forth herein.

79. PAGA expressly establishes that any provisions of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

80. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

81. REPRESENTATIVE PLAINTIFFS and the other hourly-paid or non-exempt employees are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code section 2699(c) as they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

Failure to Provide Employment Records

82. The AGGRIEVED EMPLOYEES on whose behalf this Complaint is brought by REPRESENTATIVE PLAINTIFFS are hourly-paid or non-exempt employees "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of the alleged violations was committed against them.

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Failure to Pay Overtime / Double Time

83. DEFENDANTS' failure to pay legally required overtime and double time wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES is in violation of the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal and Rest Periods

84. DEFENDANTS' failure to provide legally required meal and rest periods to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the applicable Wage Orders.

Failure to Pay Minimum Wages

85. DEFENDANTS' failure to pay legally required minimum wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

Failure to Keep Accurate and Provide Itemized Wage Statements

86. DEFENDANTS' failure to keep accurate and provide itemized wage statements to Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

Failure to Pay Reporting Time

87. DEFENDANTS' failure to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES who were required to and did in fact report to work, but who were then furnished less than half of such employees usual scheduled day's work, with at least half, and in no event less than two (2) hours, of the employees' regular rate of pay constitutes unlawful and/or unfair activity prohibited by applicable Wage Orders.

Failure to Pay "Split Shift" Premiums

88. DEFENDANTS' failure to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES one (1) hour's pay at the minimum wage in addition to the wages

1 for that workday for any workday in which REPRESENTATIVE PLAINTIFFS and other
2 AGGRIEVED EMPLOYEES were scheduled for and required to work a "split shift" constitutes
3 unlawful or unfair activity prohibited by applicable Wage Orders.

4 **Failure to Timely Pay Wages During Employment**

5 89. DEFENDANTS failure to timely pay wages to REPRESENTATIVE
6 PLAINTIFFS and other AGGRIEVED EMPLOYEES during their employment constitutes
7 unlawful and/or unfair activity prohibited by California Labor Code section 204.

8 **Failure to Timely Pay Wages Upon Termination**

9 90. DEFENDANTS' failure to timely pay wages to REPRESENTATIVE
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful
11 and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

12 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

13 91. DEFENDANTS' failure to reimburse REPRESENTATIVE PLAINTIFFS and
14 other AGGRIEVED EMPLOYEES for necessary business-related expenses and costs
15 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800
16 and 2802.

17 **Failure to Provide Notice of Paid Sick Time and Accrual**

18 92. DEFENDANTS' failure to provide REPRESENTATIVE PLAINTIFFS and other
19 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
20 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
21 itemized wage statements or in a separate writing accompanying such statements constitutes
22 unlawful and/or unfair activity prohibited by California Labor Code section 246.

23 **Civil Penalties**

24 93. Pursuant to California Labor Code section 2699, REPRESENTATIVE
25 PLAINTIFFS, individually, and on behalf of all AGGRIEVED EMPLOYEES only, requests
26 and are entitled to recover penalties from DEFENDANTS and each of them, for violations of
27 the Labor Code as more fully described herein according to proof, interest, attorneys' fees and
28 costs pursuant to California Labor Code section 218.5, including but not limited to:

1 94. Penalties under California Labor Code section 2699 in the amount of a hundred
2 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
3 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
4 violation;

5 95. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
6 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial
7 violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each
8 subsequent violation;

9 96. Penalties under California Labor Code section 210 in addition to, and entirely
10 independent and apart from, any other penalties provided in the California Labor Code in the
11 amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial
12 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
13 subsequent violation; and

14 97. Any and all additional penalties and sums as provided by the California Labor
15 Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor
16 Code 558(a).

17 98. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall
18 be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
19 Agency for the enforcement of labor laws and education of employers and employees about
20 their rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED
21 EMPLOYEES.

22 99. Further, REPRESENTATIVE PLAINTIFFS are entitled to seek and recover
23 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
24 2699 and any other applicable statute.

25 100. THEREFORE, REPRESENTATIVE PLAINTIFFS on behalf of all
26 AGGRIEVED EMPLOYEES, seek the requested relief described below:

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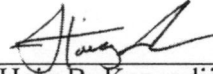
PRAYER

THEREFORE, REPRESENTATIVE PLAINTIFFS pray for judgment against DEFENDANTS, and Does 2 through 50, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure Section 1021.5;
2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

Dated: November 20, 2025

HAIG B. KAZANDJIAN LAWYERS, APC.

By: 
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Amy Nshanyan, Esq.
Attorneys for Plaintiff CARLOS MORENO, PAUL HANEISHI, AND BRANDON ROMERO on behalf of other AGGRIEVED EMPLOYEES

1 **PROOF OF SERVICE**

2 CARLOS MORENO v. SPECIALTY RESTAURANTS CORPORATION
3 24NNCV02698

4 STATE OF CALIFORNIA)
5)
6 COUNTY OF LOS ANGELES)

7 I, Eva Gomez, state that I am employed in the aforesaid County, State of California; I am
8 over the age of eighteen years and not a party to the within action; my business address is 801
9 North Brand Blvd., Suite 1015, Glendale, California 91203. My electronic service address is
10 **eva@hbklawyers.com**

11 On November 20, 2025, I served the following: **FIRST AMENDED COMPLAINT**
12 **FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT,**
13 **CALIFORNIA LABOR CODE § 2698, ET SEQ.** on the interested parties by following one of
14 the methods of service as follows:

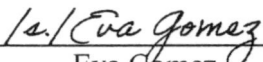
15 Sarah E. Christenson, Esq.
16 Briana LaBriola, Esq.
17 Andrew Kim, Esq.
18 Pamela Blanton
19 Alba DonJuan
20 **OGLETREE DEAKINS**
21 Park Tower, 695 Town Center Drive, 15th Floor
22 Costa Mesa, CA 92626
23 Emails: sarah.christenson@ogletree.com
24 briana.labriola@ogletreedeakins.com
25 pamela.blanton@ogletreedeakins.com
26 andrew.kim@ogletreedeakins.com
27 alba.donjuan@ogletreedeakins.com

28 Attorneys for Defendant **SPECIALTY RESTAURANTS CORPORATION**

(X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on November 20, 2025 at Glendale, California.


Eva Gomez