

Carolyn Hunt Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
Katherine D. Krebs (SBN 339223)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
kkrebs@schneiderwallace.com

*Attorneys for Plaintiffs, on behalf of the State of
California and Aggrieved Employees*

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By J. Covarrubias, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ANNALISA MCGOWAN and DANIELLE
KLINEFELTER, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;
Plaintiffs,

vs.

DARDEN RESTAURANTS, INC., an
unknown business entity; GMRI, INC., and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **26STCV17847**

**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)

Arby Alwazlan (SBN 269827)
Melissa R. Rinehart (SBN 331315)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
aa@calljustice.com
m.rinehart@calljustice.com

*Attorneys for Plaintiffs, on behalf of the State
of California and Aggrieved Employees*

COMES NOW, Plaintiffs ANNALISA MCGOWAN and DANIELLE KLINEFELTER (“Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff ANNALISA MCGOWAN (formerly Annalisa Snow) is an individual residing in the State of California, County of Riverside.

6. Plaintiff DANIELLE KLINEFELTER is an individual residing in the State of California, County of San Bernardino.

7. Defendants DARDEN RESTAURANTS, INC., and GMRI, INC., at all times herein

mentioned, were and are, upon information and belief, employers whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, DARDEN RESTAURANTS, INC. and GMRI, INC. were the “employers” of Plaintiffs within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, DARDEN RESTAURANTS, INC., GMRI, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. DARDEN RESTAURANTS, INC., GMRI, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

13. At all times herein set forth, PAGA was applicable to Plaintiffs’ employment by Defendants.

1 14. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for
3 violations of the California Labor Code may, as an alternative, be recovered through a civil action
4 brought by an aggrieved employee on behalf of herself and other current or former employees
5 pursuant to procedures outlined in California Labor Code section 2699.3.

6 15. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
7 employee,” who is any person that was employed by the alleged violator and against whom the
8 alleged violations were committed.

9 16. Plaintiffs were employed by Defendants and the alleged violations were committed
10 against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs
11 and the other employees are “aggrieved employees” as defined by California Labor Code section
12 2699(c) in that they are all current or former employees of Defendants, and the alleged violations
13 were committed against them.

14 17. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
15 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following
16 requirements have been met:

- 17 a. The aggrieved employee shall give written notice by online submission (hereinafter
18 “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter
19 “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of
20 the California Labor Code alleged to have been violated, including the facts and
21 theories to support the alleged violations.
- 22 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
23 the aggrieved employee by certified mail that it does not intend to investigate the
24 alleged violation within sixty (60) calendar days of the postmark date of the
25 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
26 not provided within sixty-five (65) calendar days of the postmark date of the
27 Employee’s Notice, the aggrieved employee may commence a civil action pursuant
28 to California Labor Code section 2699 to recover civil penalties in addition to any

1 other penalties to which the employee may be entitled.

2 18. On March 27, 2026, Plaintiffs provided written notice by online submission to the
3 LWDA and by U.S. Certified Mail to Defendants DARDEN RESTAURANTS, INC. and GMRI,
4 INC. of the specific provisions of the California Labor Code alleged to have been violated, including
5 the facts and theories to support the alleged violations. Plaintiffs have not received an LWDA Notice
6 within sixty-five (65) calendar days of the date of Plaintiffs' notice.

7 19. The "aggrieved employees" are any and all hourly-paid or non-exempt employees in
8 California who were employed by any of the Defendants at Defendants' corporate offices, regional
9 offices, and/or any of the following restaurants: Olive Garden, LongHorn Steakhouse, Cheddar's
10 Scratch Kitchen, Yard House, The Capital Grille, Seasons 52, Ruth's Chris Steakhouse, Bahama
11 Breeze, and Eddie V's.

12 **GENERAL ALLEGATIONS**

13 20. At all relevant times set forth herein, Defendants employed Plaintiffs and other
14 aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State
15 of California.

16 21. Defendants, jointly and severally, employed Plaintiffs as an hourly-paid, non-exempt
17 employee from approximately July 2023 to approximately April 2024 in the State of California,
18 County of Los Angeles.

19 22. Defendants hired Plaintiffs and the other aggrieved employees, and failed to
20 compensate them for all hours worked, missed meal periods or rest breaks.

21 23. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved
22 employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees'
23 employment, and to supervise their daily employment activities.

24 24. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs'
25 and the other aggrieved employees' employment for them to be joint employers of Plaintiffs and the
26 other aggrieved employees.

27 25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
28 aggrieved employees.

1 26. Defendants continue to employ hourly-paid or non-exempt employees, within the
2 State of California.

3 27. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day,
4 and/or forty (40) hours in a week during their employment with Defendants.

5 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged
6 in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt
7 employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed
8 (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California
9 law.

10 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
11 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive
12 certain wages for overtime compensation and that they were not receiving wages for overtime
13 compensation.

14 30. Plaintiffs are informed and believes, and based thereon alleges, that Defendants failed
15 to provide Plaintiffs and the other aggrieved employees the required rest and meal periods during the
16 relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they
17 are entitled to any and all applicable penalties.

18 31. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
19 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all
20 meal periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved
21 employee's regular rate of pay when a meal period was missed, and they did not receive all meal
22 periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employee's
23 regular rate of pay when a meal period was missed.

24 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
25 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all
26 rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees'
27 regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment
28 of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay

1 when a rest period was missed.

2 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
3 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive at
4 least minimum wages for compensation and that they were not receiving at least minimum wages for
5 all hours worked.

6 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
7 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all
8 wages owed to them upon discharge or resignation, including overtime and minimum wages and meal
9 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time
10 of their discharge.

11 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
12 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all
13 wages owed to them during their employment. Plaintiffs and the other aggrieved employees did not
14 receive payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
17 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all
18 gratuities owed to them during their employment. California Labor Code section 351 provides that
19 no employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to,
20 or left for an employee by a patron, or deduct any amount from wages due an employee on account
21 of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against
22 and as a part of the wages due the employee from the employer. Section 351 further provides that
23 every gratuity is the sole property of the employee or employees to whom it was paid, given, or left
24 for, and that credit card gratuities must be paid in full on the credit card slip, not later than the next
25 regular payday following the date the patron authorized the credit card payment. Defendants
26 collected, took, and received gratuities left to Plaintiffs and the other aggrieved employees; took
27 deductions from wages on account of those gratuities; and failed to pay all gratuities paid on a credit
28 card in full under the timeframes set forth in section 351.

1 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
2 or should have known that Plaintiffs and the other aggrieved employees were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, they did not
4 receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
5 *alia*, the failure to include the total number of hours worked by Plaintiffs and the other aggrieved
6 employees.

7 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
8 or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs
9 and the other aggrieved employees in accordance with California law, but, in fact, did not keep
10 complete and accurate payroll records.

11 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
12 or should have known that Plaintiffs and the other aggrieved employees were entitled to
13 reimbursement for necessary business-related expenses and costs.

14 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
15 or should have known that they had a duty to compensate Plaintiffs and the other aggrieved employees
16 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
17 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and
18 the other aggrieved employees that they were properly denied wages, all in order to increase
19 Defendants' profits.

20 41. At all material times set forth herein, Defendants failed to pay overtime wages to
21 Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved employees were
22 required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
23 compensation.

24 42. At all material times set forth herein, Defendants failed to provide uninterrupted meal
25 and rest periods to Plaintiffs and the other aggrieved employees.

26 43. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other
27 aggrieved employees at least minimum wages for all hours worked.

28 44. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other

1 aggrieved employees all wages owed to them upon discharge or resignation.

2 45. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other
3 aggrieved employees' wages within any time permissible under California law, including, *inter alia*,
4 California Labor Code section 204.

5 46. At all material times set forth herein, Defendants failed to provide complete and
6 accurate wage statements to Plaintiffs and the other aggrieved employees.

7 47. At all material times set forth herein, Defendants failed to keep complete and accurate
8 payroll records for Plaintiffs and the other aggrieved employees.

9 48. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the
10 other aggrieved employees for necessary business-related expenses and costs.

11 49. At all material times set forth herein, Defendants failed to properly compensate
12 Plaintiffs and the other aggrieved employees pursuant to California law in order to increase
13 Defendants' profits.

14 50. California Labor Code section 218 states that noting in Article 1 of the Labor Code
15 shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or
16 her] under this article."

17 **FIRST CAUSE OF ACTION**

18 **Violation of California Labor Code § 2698, et seq.**

19 **(Against All Defendants)**

20 51. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
21 50, and each and every part thereof with the same force and effect as though fully set forth herein.

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

27 53. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
28 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized

1 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
2 penalty.

3 54. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
4 employees” as defined by California Labor Code section 2699(c) in that they are all current or former
5 employees of Defendants, and the alleged violations were committed against them.

6 **Failure to Pay Overtime**

7 55. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other
8 aggrieved employees is in violation of the Wage Orders and constitutes a violation of California
9 Labor Code sections 510 and 1198.

10 **Failure to Provide Meal Periods**

11 56. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other
12 aggrieved employees is in violation of the Wage Orders and constitutes a violation of California
13 Labor Code sections 226.7 and 512(a).

14 **Failure to Provide Rest Periods**

15 57. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other
16 aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor
17 Code section 226.7.

18 **Failure to Pay Minimum Wages**

19 58. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the other
20 aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor
21 Code sections 1194, 1197 and 1197.1.

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

23 59. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved
24 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
25 violation of California Labor Code sections 201 and 202.

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

27 60. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved
28 employees during employment in accordance with Labor Code section 204 constitutes a violation of

1 California Labor Code section 204.

2 **Collecting, Taking, and Receiving, and Deducting on Account of Gratuities**

3 61. Defendants' collection, taking, and receiving of gratuities left to Plaintiffs and the
4 other aggrieved employees; taking deductions from wages of Plaintiffs and the other aggrieved
5 employees on account of gratuities; and Defendants' failure to pay all gratuities paid on a credit card
6 in full under the timeframes set forth in section 351.

7 **Failure to Provide Complete and Accurate Wage Statements**

8 62. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and
9 the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation
10 of California Labor Code section 226(a).

11 **Failure to Keep Complete and Accurate Payroll Records**

12 63. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs
13 and the other aggrieved employees in accordance with California Labor Code section 1174(d)
14 constitutes a violation of California Labor Code section 1174(d).

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

16 64. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for
17 necessary business-related expenses and costs in accordance with California Labor Code sections
18 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

19 65. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf
20 of all aggrieved employees, request and are entitled to recover from Defendants and each of them,
21 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties
22 pursuant to PAGA against Defendants, and each of them, including but not limited to:

- 23 a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars
24 (\$100) for each aggrieved employee per pay period for the initial violation, and two
25 hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation;
- 27 b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the
28 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial

violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

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

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

67. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000).

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

2. For injunctive relief; and

3. For such other and further relief as the Court may deem equitable and appropriate.

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Date: June 5, 2026

Respectfully submitted,

/s/ Katherine D. Krebs

Carolyn H. Cottrell
Ori Edelstein
Katherine D. Krebs
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiffs, on behalf of the State of
California and Aggrieved Employees*