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8 Attorneys for Plaintiff, an aggrieved employee on behalf of himself and other PAGA
9 EMPLOYEES

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOAQUIN N. SALDIVAR TORRES, an
aggrieved employee on behalf of other
aggrieved employees,

Plaintiff,

vs.

GMRI, INC., a Florida Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2024-01434800-CU-OE-NJC

**FIRST AMENDED REPRESENTATIVE
COMPLAINT FOR VIOLATIONS UNDER
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Complaint filed: October 21, 2024

Plaintiff JOAQUIN N. SALDIVAR TORRES (“PLAINTIFF”), an aggrieved employee on behalf of himself and all other current and former non-exempt employees of GMRI, Inc.— including current and former non-exempt employees who worked at a Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Season 52, The Capital Grille, Ruth’s Chris Steak House, and LongHorn Steakhouse restaurant in California — during the relevant time periods (hereafter “PAGA EMPLOYEES”), hereby amends his complaint and alleges as follows:

1 **JURISDICTION AND VENUE**

2 1. The Superior Court of the State of California has jurisdiction in this matter
3 because PLAINTIFF was and is a resident of the State of California, Defendants GMRI, INC., a
4 Florida Corporation; and DOES 1 through 100, inclusive (collectively, “DEFENDANTS” or
5 “GMRI”) are qualified to do business in California and regularly conduct business in California.
6 Further, no federal question is at issue because the claims are based solely on California law.

7 2. Venue is proper in this judicial district and the COUNTY OF ORANGE,
8 California because all PAGA EMPLOYEES performed work for DEFENDANTS in the
9 COUNTY OF ORANGE, DEFENDANTS maintain offices and facilities and transact business in
10 the COUNTY OF ORANGE, and DEFENDANTS’ illegal timekeeping, illegal payroll policies
11 and practices, which are the subject of this action, were applied, at least in part, to PAGA
12 EMPLOYEES, in the COUNTY OF ORANGE. Further, the amount in controversy exceeds the
13 sum of \$35,000.00, exclusive of interest and costs.

14 **PLAINTIFFS**

15 3. PLAINTIFF JOAQUIN N. SALDIVAR TORRES is a resident of the State of
16 California who was employed by DEFENDANTS as a non-exempt employee at all times
17 relevant to his individual claims asserted in this Complaint.

18 4. PLAINTIFF is an aggrieved employee pursuant to California Labor Code Section
19 2699(c).

20 5. PLAINTIFF, on behalf of himself and all other PAGA EMPLOYEES who are
21 current or former non-exempt employees of DEFENDANTS who were employed by
22 DEFENDANTS at any time during the relevant periods, and continuing while this action is
23 pending, bring this PAGA action to recover, among other things, penalties for violations of
24 California Labor Code Sections 200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a),
25 226(c), 226.2, 226.3, 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510,
26 512, 512(a), 551, 552, 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
27 1198, 1198.5, 1199, 2800, 2802, and 2802(a), and interest, attorneys’ fees, costs, and expenses.

28 6. PLAINTIFF brings this action on behalf of the following PAGA EMPLOYEES

1 (“PAGA EMPLOYEES”): Plaintiff and all other individuals who worked for GMRI in the State
2 of California in a non-exempt position at a Yard House, Olive Garden, Eddie V’s Prime Seafood
3 Restaurant, Seasons 52, The Capital Grille, Ruth’s Chris Steak House and/or LongHorn
4 Steakhouse restaurant, in California, during the period of June 6, 2017 to the present (“PAGA
5 PERIODS”). Specifically for the following periods for each brand:

- 6 • Olive Garden: June 6, 2017, through September 30, 2025
- 7 • Yard House: June 14, 2022, through September 30, 2025
- 8 • Eddie V’s Prime Seafood Restaurant: November 6, 2019, through September 30, 2025
- 9 • Seasons 52: November 6, 2019, through September 30, 2025
- 10 • The Capital Grille: November 6, 2019, through September 30, 2025
- LongHorn Steakhouse: November 6, 2019, through September 30, 2025
- Ruth’s Chris Steak House: October 9, 2024, through September 30, 2025

11 7. PLAINTIFF reserves the right to name additional PAGA representatives, change
12 the definition of PAGA EMPLOYEES, and/or change the PAGA PERIODS.

13 DEFENDANTS

14 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,
15 and at all times relevant hereto was, a company authorized to do business in the State of
16 California and doing business in the State of California. Specifically, upon information and
17 belief, DEFENDANTS conduct business in the COUNTY OF ORANGE, State of California.

18 9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
19 PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under
20 fictitious names. PLAINTIFFS is informed and believes, and thereon alleges, that each
21 Defendant designated as a DOE is in some manner responsible for the occurrences alleged
22 herein, and that PAGA EMPLOYEES’ injuries and damages, as alleged herein, were
23 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
24 court to amend this complaint to allege the true names and capacities of such DOE Defendants
25 when ascertained.

26 10. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and the PAGA EMPLOYEES. PLAINTIFF is informed and believes, and thereon
28

1 alleges, that at all times material to this complaint DEFENDANTS, as categorized above, were
2 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
3 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
4 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
5 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
6 other. Each DEFENDANT is also a joint employer per California Labor Code Sections 2810,
7 2810.3, 2810.4 and 2810.5.

8 11. At all relevant times herein, PLAINTIFF and PAGA EMPLOYEES were
9 employed by DEFENDANTS under employment agreements that were partly written, partly
10 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
11 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
12 paying PLAINTIFF and PAGA EMPLOYEES all wages earned and due, through methods and
13 schemes which include, but are not limited to: DEFENDANTS failed to pay PAGA
14 EMPLOYEES at least minimum wage for all hours worked; DEFENDANTS failed to pay
15 PAGA EMPLOYEES at least one and one-half times the regular rate of pay for work in excess
16 of eight hours per day, and/or forty hours per week, and/or the first eight hours on the seventh
17 consecutive day of work in a workweek; DEFENDANTS failed to pay PAGA EMPLOYEES at
18 least twice the regular rate of pay for work in excess of twelve hours per day or work in excess of
19 eight hours on the seventh consecutive day of work in a workweek; DEFENDANTS failed to
20 pay PAGA EMPLOYEES for off-the-clock work performing various duties in and outside their
21 job description and normal duties before and after their scheduled shifts; DEFENDANTS failed
22 to pay PAGA EMPLOYEES for dressing for and otherwise preparing to work and/or cleaning
23 their uniforms and work areas before or after their work shifts were complete; DEFENDANTS
24 failed to pay PAGA EMPLOYEES for responding to work-related inquiries while off the clock;
25 DEFENDANTS failed to keep records of PAGA EMPLOYEES' actual hours worked;
26 DEFENDANTS inaccurately recorded time punches or falsified PAGA EMPLOYEES' hours
27 worked; DEFENDANTS failed to provide PAGA EMPLOYEES uninterrupted ten-minute paid
28 rest breaks for every four hours worked or major fraction thereof; DEFENDANTS did not permit

1 PAGA EMPLOYEES to use the restroom; DEFENDANTS failed to provide uninterrupted
2 thirty-minute meal periods to PAGA EMPLOYEES who worked more than five hours per day
3 and second uninterrupted thirty-minute meal periods to PAGA EMPLOYEES who more than ten
4 hours per day; DEFENDANTS required PAGA EMPLOYEES to work through their thirty-
5 minute meal periods; PAGA EMPLOYEES were unable to take meal periods or rest breaks
6 because of excessive workloads; DEFENDANTS interrupted and/or cut short PAGA
7 EMPLOYEES' meal periods and/or rest breaks; DEFENDANTS required PAGA EMPLOYEES
8 to be on call while on meal periods or rest breaks; DEFENDANTS required PAGA
9 EMPLOYEES to remain on EMPLOYER's premises during meal periods and/or rest breaks;
10 DEFENDANTS failed to pay PAGA EMPLOYEES meal period and rest break premiums owed;
11 DEFENDANTS failed to pay PAGA EMPLOYEES wages at the correct rate, including by
12 failing to pay overtime and/or double time wages, meal period and/or rest break premiums, sick
13 leave wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay;
14 DEFENDANTS failed to provide PAGA EMPLOYEES with a day of rest; DEFENDANTS
15 failed to pay PAGA EMPLOYEES reporting time pay; DEFENDANTS failed to furnish PAGA
16 EMPLOYEES with accurate itemized wage statements; DEFENDANTS retaliated against
17 PAGA EMPLOYEES for, or prevented PAGA EMPLOYEES from, disclosing information to a
18 government or law enforcement agency regarding a perceived violation of a state or federal
19 statute or violation of a local, state, or federal rule or regulation; DEFENDANTS failed to
20 maintain employment and/or payroll records; DEFENDANTS failed to reimburse PAGA
21 EMPLOYEES for business expenses including but not limited to the use of personal cell phones
22 or other devices, gloves, work supplies, uniforms, and/or travel-related expenses;
23 DEFENDANTS failed to timely pay wages, including final wages, to PAGA EMPLOYEES; and
24 DEFENDANTS required PAGA EMPLOYEES to sign unlawful agreements as a condition of
25 employment, including unlawful agreements to arbitrate disputes, waive the right to a trial by
26 jury, and/or waive the right to bring and participate in representative and class actions.

27 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every
28 one of the acts and omissions alleged herein was performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
2 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
3 and scope of said agency, employment and/or direction and control.

4 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
5 PLAINTIFFS and PAGA EMPLOYEES have suffered, and continue to suffer, from loss of
6 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
7 of this Court.

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1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **[Cal. Lab. Code § 2699, et. seq.]**

4 **(Against all DEFENDANTS)**

5 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 15. PLAINTIFF and PAGA EMPLOYEES are “aggrieved employees” under PAGA,
8 as they were employed by DEFENDANTS during the applicable periods and suffered one or
9 more of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover
10 on behalf himself and of all other current and former PAGA EMPLOYEES of DEFENDANTS,
11 the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

12 16. PLAINTIFF seeks to recover the PAGA civil penalties for PAGA EMPLOYEES
13 through a representative action permitted as by PAGA and the California Supreme Court in *Arias*
14 *v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims is
15 not required.

16 17. PLAINTIFF filed an original notice of Labor Code Violations on August 9, 2024.
17 After waiting the requisite 65 days, PLAINTIFF then filed this civil action under PAGA.

18 18. On May 8, 2025, PLAINTIFF filed a first amended notice of Labor Code
19 violations. This notice was filed with the LWDA and served by certified mail do
20 DEFENDANTS.

21 19. On June 23, 2025, PLAINTIFF filed a second amended notice of Labor Code
22 violations. This notice was filed with the LWDA and served by certified mail do
23 DEFENDANTS.

24 20. Through his civil action, PLAINTIFF is seeking civil penalties on his own behalf
25 and on the behalf PAGA EMPLOYEES during the applicable PAGA PERIODS. See *Arias v.*
26 *Superior Court* (2009) 209 P.2d 923, 95 Cal. Rptr. 3d 588 (no class certification required for
27 representative action for civil penalties). PLAINTIFF was an AGGRIEVED EMPLOYEE
28 working for DEFENDANTS at an Olive Garden Restaurant in the state of California during at

1 least part the PAGA PERIOD applicable to Olive Garden employees. Pursuant to the job duties
2 and policies DEFENDANTS set forth for PAGA EMPLOYEES in California, PLAINTIFF
3 alleges that DEFENDANTS violated the Labor Code and any applicable order of the Industrial
4 Welfare Commission regulating wages, hours, and working conditions because: DEFENDANTS
5 failed to pay PAGA EMPLOYEES at least minimum wage for all hours worked;
6 DEFENDANTS failed to pay PAGA EMPLOYEES at least one and one-half times the regular
7 rate of pay for work in excess of eight hours per day, and/or forty hours per week, and/or the first
8 eight hours on the seventh consecutive day of work in a workweek; DEFENDANTS failed to
9 pay PAGA EMPLOYEES at least twice the regular rate of pay for work in excess of twelve
10 hours per day or work in excess of eight hours on the seventh consecutive day of work in a
11 workweek; DEFENDANTS failed to pay PAGA EMPLOYEES for off-the-clock work
12 performing various duties in and outside their job description and normal duties before and after
13 their scheduled shifts; DEFENDANTS failed to pay PAGA EMPLOYEES for dressing for and
14 otherwise preparing to work and/or cleaning their uniforms and work areas before or after their
15 work shifts were complete; DEFENDANTS failed to pay PAGA EMPLOYEES for responding
16 to work-related inquiries while off the clock; DEFENDANTS failed to keep records of PAGA
17 EMPLOYEES' actual hours worked; DEFENDANTS inaccurately recorded time punches or
18 falsified PAGA EMPLOYEES' hours worked; DEFENDANTS failed to provide PAGA
19 EMPLOYEES uninterrupted ten-minute paid rest breaks for every four hours worked or major
20 fraction thereof; DEFENDANTS did not permit PAGA EMPLOYEES to use the restroom;
21 DEFENDANTS failed to provide uninterrupted thirty-minute meal periods to PAGA
22 EMPLOYEES who worked more than five hours per day and second uninterrupted thirty-minute
23 meal periods to PAGA EMPLOYEES who more than ten hours per day; DEFENDANTS
24 required PAGA EMPLOYEES to work through their thirty-minute meal periods; PAGA
25 EMPLOYEES were unable to take meal periods or rest breaks because of excessive workloads;
26 DEFENDANTS interrupted and/or cut short PAGA EMPLOYEES' meal periods and/or rest
27 breaks; DEFENDANTS required PAGA EMPLOYEES to be on call while on meal periods or
28 rest breaks; DEFENDANTS required PAGA EMPLOYEES to remain on EMPLOYER's

1 premises during meal periods and/or rest breaks; DEFENDANTS failed to pay PAGA
2 EMPLOYEES meal period and rest break premiums owed; DEFENDANTS failed to pay PAGA
3 EMPLOYEES wages at the correct rate, including by failing to pay overtime and/or double time
4 wages, meal period and/or rest break premiums, sick leave wages, reporting time pay, and final
5 vacation wages, at the applicable regular rate of pay; DEFENDANTS failed to provide PAGA
6 EMPLOYEES with a day of rest; DEFENDANTS failed to pay PAGA EMPLOYEES reporting
7 time pay; DEFENDANTS failed to furnish PAGA EMPLOYEES with accurate itemized wage
8 statements; DEFENDANTS retaliated against PAGA EMPLOYEES for, or prevented PAGA
9 EMPLOYEES from, disclosing information to a government or law enforcement agency
10 regarding a perceived violation of a state or federal statute or violation of a local, state, or federal
11 rule or regulation; DEFENDANTS failed to maintain employment and/or payroll records;
12 DEFENDANTS failed to reimburse PAGA EMPLOYEES for business expenses including but
13 not limited to the use of personal cell phones or other devices, gloves, work supplies, uniforms,
14 and/or travel-related expenses; DEFENDANTS failed to timely pay wages, including final
15 wages, to PAGA EMPLOYEES; and DEFENDANTS required PAGA EMPLOYEES to sign
16 unlawful agreements as a condition of employment, including unlawful agreements to arbitrate
17 disputes, waive the right to a trial by jury, and/or waive the right to bring and participate in
18 representative and class actions. Labor Code § 2699 et seq. imposes a civil penalty of one
19 hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
20 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all
21 Labor Code provisions for which a civil penalty is not specifically provided, including Labor
22 Code §§ 200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a), 226(c), 226.2, 226.3,
23 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510, 512, 512(a), 551, 552,
24 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
25 2800, 2802, and 2802(a)

26 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS' alleged
27 violations within sixty-five (65) calendar days of the postmark date of any of the notices filed by
28 PLAINTIFF. See Cal. Lab. Code § 2699.3(a)(2)(A).

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of himself and PAGA EMPLOYEES, respectfully prays for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

- 1. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Codes §§ 2699, et seq.;
- 2. For reasonable attorneys’ fees and costs pursuant to the California Labor Code, and/or any other applicable provisions providing for attorneys’ fees and costs;
- 3. For such further relief that the Court may deem just and proper.

DATED: August 28, 2025 Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: Shoham J. Solouki
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff

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PROOF OF SERVICE

I am a resident of the State of California, over eighteen years of age, and not a party to this action. My business address is 316 W. 2nd Street, Suite 1200, Los Angeles, CA 90012. On, September 4, 2025, I served the following documents:

FIRST AMENDED COMPLAINT

BY:

- ☐ BY FAX: by transmitting via facsimile the document(s) listed above to the following fax number(s) listed below.
- ☒ BY ELECTRONIC SERVICE: I caused the documents to be sent to the persons at the email addressed listed below via email, as ordered by the court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ BY PERSONAL DELIVERY: by causing personal delivery (by hand) of the documents listed above to the person(s) at the address set forth below.
- ☐ BY MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, CA, addressed as set forth below.

TO: See Attached Service List

I certify (or declare), under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.

Executed on September 4, 2025, at Los Angeles, California.

/s/ Glory Parada
Glory Parada

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SERVICE LIST

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