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 as an aggrieved employee, and on behalf of all
 other aggrieved employees

FILED
 Superior Court of California
 County of Los Angeles
06/08/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: L. Worku Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DAISSY GUTIERREZ, an individual and on
 behalf of all others similarly situated

Plaintiff,

v.

BOBOSLW, INC., a California Corporation
 doing business as BOBO'S LYNWOOD;
 BTOO, INC., a California Corporation; MEAL
 TIME, INC., a California Corporation doing
 business as BOBO'S LOS ANGELES;
 BOBOSTOO, LLC, a California Limited
 Liability Company doing business as BOBO'S
 PACOIMA; B FOUR CORPORATION, a
 California Corporation doing business as
 BOBO'S SOUTH GATE; and DOES 1 through
 100, inclusive

Defendants.

CASE NO.: 25STCV33319

*[Assigned for all purposes to the Hon. Cherol
 J. Nellon; Dept., 14]*

**FRIST AMENDED REPRESENTATIVE
 ACTION**

**COMPLAINT UNDER THE LABOR
 CODE PRIVATE ATTORNEYS'
 GENERAL ACT OF 2004 FOR CIVIL
 PENALTIES UNDER LABOR CODE
 SECTIONS 210, 226.3, 558, 1174.5, 1197.1
 and 2699**

*[Amount in Controversy Greater Than
 \$35,000.00]*

1 Plaintiff DAISSY GUTIERREZ (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against BOBOSLW, INC.,
7 doing business as BoBo’s Lynwood, a California corporation, and any of its respective subsidiaries
8 or affiliated companies within the State of California; BTOO, INC., a California corporation, and
9 any of its respective subsidiaries or affiliated companies within the State of California;
10 BOBOSTOO, LLC doing business as Bobo’s Pacoima, a California limited liability company, and
11 any of its respective subsidiaries or affiliated companies within the State of California; MEAL TIME
12 INC., doing business as Bobo's Los Angeles, a California corporation, and any of its respective
13 subsidiaries or affiliated companies within the State of California; B FOUR CORPORATION doing
14 business as Bobo's South Gate, a California corporation, and any of its respective subsidiaries or
15 affiliated companies within the State of California (collectively, “Defendants”), as a proxy of the
16 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
17 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
18 Specifically, in connection with the alleged claims for failure to comply with Labor Code sections
19 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 510, 551, 552, 558, 1174, 1174.5,
20 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, and among others, Business
21 and Professions Code section and 17200, as well as applicable Wage Orders, Plaintiff seeks to
22 represent all current and former employees that worked for Defendants during the PAGA Period.
23 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
24 former employees that worked for Defendants during the PAGA Period. Collectively, these
25 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
26 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
27 the LWDA into perpetuity.

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1 **PARTIES**

2 2. Plaintiff DAISSY GUTIERREZ is a resident of the State of California. At all
3 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 employed Plaintiff as a non-exempt employee in Lynwood, California. Plaintiff worked as a cashier
5 for Defendants from approximately November of 2019 through approximately October of 2024,
6 with duties that included, but were not limited to, sales, working with customers, packing and
7 sending out food deliveries and cleaning up the restaurant.

8 3. Plaintiff is informed and believes and based thereon alleges that defendant
9 BOBOSLW, INC. is, and at all times relevant hereto was, a corporation organized and existing
10 under and by virtue of the laws of the State of California and doing business in the County of Los
11 Angeles. At all relevant times herein, Defendants employed Plaintiff and Aggrieved Employees
12 within the State of California.

13 4. Plaintiff is informed and believes and based thereon alleges that defendant BTOO,
14 INC. is, and at all times relevant hereto was, a corporation organized and existing under and by
15 virtue of the laws of the State of California and doing business in the County of Los Angeles. At all
16 relevant times herein, Defendants employed Plaintiff and Aggrieved Employees within the State of
17 California.

18 5. Plaintiff is informed and believes and based thereon alleges that defendant
19 BOBOSTOO, LLC is, and at all times relevant hereto was, a limited liability company organized
20 and existing under and by virtue of the laws of the State of California and doing business in the
21 County of Los Angeles. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
22 Employees within the State of California.

23 6. Plaintiff is informed and believes and based thereon alleges that defendant MEAL
24 TIME INC. is, and at all times relevant hereto was, a corporation organized and existing under and
25 by virtue of the laws of the State of California and doing business in the County of Los Angeles. At
26 all relevant times herein, Defendants employed Plaintiff and Aggrieved Employees within the State
27 of California.

28 7. Plaintiff is informed and believes and based thereon alleges that defendant B FOUR

1 CORPORATION is, and at all times relevant hereto was, a corporation organized and existing under
2 and by virtue of the laws of the State of California and doing business in the County of Los Angeles.
3 At all relevant times herein, Defendants employed Plaintiff and Aggrieved Employees within the
4 State of California.

5 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
6 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
7 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
8 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
9 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
10 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
11 the defendants designated hereinafter as DOES when such identities become known.

12 **JURISDICTION**

13 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
14 of Civil Procedure section 410.10.

15 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
16 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
17 causes of action complained of herein arose; the county in which the employment relationship
18 began; the county in which performance of the employment contract, or part of it, between Plaintiff
19 and Defendants was due to be performed; the county in which the employment contract, or part of
20 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
21 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
22 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
23 in Los Angeles County.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
26 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
27 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
28 recover civil penalties under PAGA, as amended, plus reasonable attorneys' fees and costs, for

1 Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
2 Penalty Period.

3 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
4 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
5 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
6 PAGA allegations described herein is not required.

7 13. During the PAGA Period, Defendants violated, *inter alia*, Labor Code sections 200,
8 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 510, 551, 552, 558, 1174, 1174.5, 1182.12,
9 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, and among others, Business and
10 Professions Code section and 17200, as well as applicable Wage Orders.

11 14. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
12 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
13 the PAGA Period, to bring a civil action to recover civil penalties pursuant to the procedures
14 specified in Labor Code section 2699.3.

15 15. Pursuant to Labor Code section 2699.3, on or around December 18, 2024, Plaintiff
16 provided written notice of Defendant BOBOSLW Inc.'s violation of various provisions of the Labor
17 Code to the LWDA online and by certified mail, with return receipt requested, to Defendant
18 BOBOSLW Inc. ("PAGA Notice").

19 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendant BOBOSLW Inc.'s alleged violations within
21 sixty-five (65) calendar days of the December 18, 2024 PAGA Notice.

22 17. Pursuant to Labor Code section 2699.3, on or around November 06, 2025, Plaintiff
23 amended the December 18, 2024 PAGA Notice and provided written notice of Defendants' violation
24 of various provisions of the Labor Code to the LWDA online and by certified mail, with return
25 receipt requested, to Defendants ("Amended PAGA Notice").

26 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
28 calendar days of the Amended PAGA Notice.

1 19. To the extent Defendants, or either of them, previously used the notice and cure
2 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
3 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
4 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
5 conference process pursuant to section 2699.3(f).

6 20. In the event that Defendants, or either of them, is/are determined to have satisfied
7 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
8 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
9 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

10 21. In the event that Defendants, or either of them, is/are determined to have, prior to
11 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
12 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
13 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
14 2699(g)(1)-(3).

15 22. In the event that Defendants, or either of them is/are deemed to have adequately taken
16 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
17 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
18 Code section 2699(h)(1)-(3).

19 23. Plaintiff is informed and believes that within five (5) years of any of violations
20 described herein, the LWDA or a court issued a finding or determination to the Defendants, or either
21 of them, that the policies or practices which gave rise to such violations were unlawful, and thus
22 liability falls on Defendants, or any of them, for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(i). Plaintiff is informed and believes that the LWDA or a court found Defendants, or
24 any of them, to have unlawfully committed some or all of the related Labor Code violations, and
25 thus, increased penalties are warranted, as applicable, under Labor Code sections 2699(f)(2)(B)(i-
26 ii), 2699(g)(3) and 2699(h)(3). As the conduct giving rise to the violations detailed herein was and
27 is malicious, fraudulent, and/or oppressive, Defendants, or any of them, lack eligibility for reduced
28 penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior

1 to or after the serving of the Amended PAGA Notice.

2 **FACTUAL ALLEGATIONS**

3 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
4 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
5 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
6 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
7 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
8 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
9 clock, including, without limitation, by requiring employees to work off the clock and failing to
10 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
11 allowances, and/or other forms of remuneration into the regular rate of pay for the pay periods where
12 overtime was worked and the additional compensation was earned for the purpose of calculating the
13 overtime rate of pay. Consequently, Plaintiff is informed and believes, and based thereon alleges,
14 that Defendants violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage
15 Orders based on its practice of providing total compensation that is less than the required legal
16 overtime compensation for the overtime worked, entitling Plaintiff and other Aggrieved Employees
17 to damages, including, without limitation, at least one hour of unpaid overtime wages each day
18 worked by each Aggrieved Employee during the PAGA Period. Plaintiff is further informed and
19 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
21 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive
22 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
23 pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
26 Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants'
27 control every day as a result of, without limitation, failing to accurately track and/or pay for all
28 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,

1 including, without limitation, by requiring employees to work off-the-clock.. As such, Plaintiff is
2 informed and believes, and based thereon alleges, that Defendants violated, without limitation,
3 Labor Code sections 1197, 1182.12, and applicable Wage Orders based on its continued failure to
4 pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally
5 suffered these violations, and Plaintiff and other Aggrieved Employees are entitled to actual and
6 liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to
7 compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the
8 PAGA Period. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
10 would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
11 pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
12 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof by, among other thing, interrupting meal periods; not providing timely
19 meal periods; failing to provide first and second meal periods; providing short meal
20 periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
21 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
22 Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period,
23 and thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
24 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
25 is informed and believes that those premium payments under Labor Code section 226.7 were not
26 made for these non-compliant meal periods, either at all or at the proper regular rate of pay.
27 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
28 to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant

1 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
2 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
3 thereon alleges, that Defendants' conduct that gave rise to such violations was malicious, fraudulent,
4 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to
8 work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiff
9 and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods
10 in which the employees are completely relieved of all of their duties, including, without limitation,
11 by failing to provide rest periods all together; failing to provide rest periods that were at least ten
12 minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may
13 have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes;
14 and not providing rest periods in a timely fashion. Plaintiff and other Aggrieved Employees
15 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
16 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
17 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
18 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
19 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
20 under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or
21 at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants
22 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
23 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
24 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
25 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
26 alleges, that Defendants' conduct above that gave rise to such violations was malicious, fraudulent,
27 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 28. As a result of, among other things, Defendants' herein-described policy or practice
2 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
3 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
4 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
5 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
7 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
8 inclusive dates of the period for which the employee is paid; the name of the employee and only the
9 last four digits of their social security number or an employee identification number other than a
10 social security number; all deductions; all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee; and other such
12 information as required by Labor Code section 226, subdivision (a). Specifically, Defendants
13 intentionally failed to furnish employees with itemized wage statements that accurately reflect the
14 hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which they were
15 or should have been paid (including due to failure to pay at the proper regular rate), thus resulting
16 in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently,
17 Employee is informed and believes, and based thereon alleges, that Defendants violated Labor Code
18 sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
19 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
20 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
21 informed and believes that those penalties under Labor Code section 226 were not paid for these
22 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
23 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
28 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay

1 compensation to Plaintiff and other terminated or resigned Aggrieved Employees, including but not
2 limited to, including but not limited to, all overtime wages owed, all minimum wages owed, and all
3 premium pay owed, among other things. Consequently, Plaintiff is informed and believes, and
4 based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each
5 pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
6 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
7 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
8 and believes that those penalties under Labor Code section 203 were not made for these violations
9 of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and based
10 thereon alleges, that Defendants' conduct above that gave rise to such violations was malicious,
11 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
12 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
13 Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for separately
18 laundering mandatory uniforms, in direct consequence of the discharge of their duties, or of their
19 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
20 and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees
21 have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other
22 Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff further
23 informed and believes, and based thereon alleges, that Defendants' conduct above that gave rise to
24 such violations was malicious, fraudulent, or oppressive. Defendants would be liable for civil
25 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
26 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
27 Code section 2699(f)(2)(B)(ii).

1 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
3 Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days,
4 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
5 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
6 any calendar month, shall be paid for between the 1st and 10th day of the following month.” Plaintiff
7 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
8 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
9 sections 204 and 1198. As such, Plaintiff is informed and believes and based thereon alleges that
10 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
11 personally suffered these violations. Plaintiff is further informed and believes, and based thereon
12 alleges, that Defendants’ conduct above gave rise to such violations was malicious, fraudulent, or
13 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 210, 558,
14 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
15 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
17 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
18 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
19 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
20 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
21 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
22 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
23 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
24 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
25 card payment processing fees that may be charged to the employer by the credit card company by
26 not later than the regular payday following the date the patron authorized the credit card. In addition,
27 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
28 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted

1 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
2 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
3 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
4 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
5 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
6 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
9 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
10 statements and similar payroll documents under Labor Code section 226, documents signed to
11 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
12 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
13 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and
14 the Aggrieved Employees personally suffered these violations, which in turn entitle Plaintiff and
15 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
16 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
17 and 2699. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
18 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 34. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
21 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
22 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
23 Employees pursuant to PAGA.

24 **FIRST AND ONLY CAUSE OF ACTION**

25 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

26 35. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
27 preceding paragraphs as though fully set forth hereat.

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37. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

38. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

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39. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate; the legal name of the employer; and other such information as required
2 by Labor Code section 226, subdivision (a).

3 40. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
4 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
6 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

8 41. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
9 this section are in addition to any other penalty provided by law.”

10 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
11 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
12 statements as set forth in the preceding paragraphs.

13 43. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
14 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
15 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
16 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
17 period for each subsequent violation.

18 Violation of Labor Code § 558

19 44. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
20 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
21 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
22 penalty as follows:

23 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
24 pay period for which the employee was underpaid in addition to an amount sufficient
25 to recover underpaid wages;

26 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to
28 an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee.”

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; be provided with the opportunity to inspect employment records; be provided with notice as required under Labor Code section 2810.5.

46. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount 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.

Violation of Labor Code § 1174.5

47. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

48. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

49. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable

1 piece rate paid to, employees employed at the respective plants or establishments. These records
2 shall be kept in accordance with rules established for this purpose by the commission, but in any
3 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
4 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
5 earned.”

6 50. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
7 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
8 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
9 member of the commission or employees of the division to inspect records pursuant to subdivision
10 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

11 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
12 willfully failed to keep adequate or accurate time records including wage statements and similar
13 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
14 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
15 under Labor Code section 1174.

16 52. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
19 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

20 Violation of Labor Code § 1197.1

21 53. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
22 person acting either individually or as an officer, agent, or employee of another person, who pays
23 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
24 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
25 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
26 Section 203 as follows:

- 27 (1) For any initial violation that is intentionally committed, one hundred dollars
28 (\$100) for each underpaid employee for each pay period for which the

1 employee is underpaid. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 (2) For each subsequent violation for the same specific offense, two hundred fifty
5 dollars (\$250) for each underpaid employee for each pay period for which the
6 employee is underpaid regardless of whether the initial violation is
7 intentionally committed. This amount shall be in addition to an amount
8 sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
11 Section 203, recovered pursuant to this section shall be paid to the affected
12 employee.”

13 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
14 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
15 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
16 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
17 accurately track and/or pay for all hours actually worked; paying straight pay instead of overtime or
18 otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or
19 permitting employees to work off the clock, entitling Plaintiff and other Aggrieved Employees to
20 actual and liquidated damages.

21 55. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
24 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
25 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
26 subsequent violation.

27 Civil Penalties Under Labor Code § 2699

28 56. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other

1 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
2 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
3 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
4 action brought by an aggrieved employee on behalf of himself or herself and other current or former
5 employees pursuant to the procedures specified in Labor Code section 2699.3.

6 57. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
7 each of them, violated the Labor Code sections described in the preceding paragraphs.

8 58. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
9 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
10 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
11 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

12 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
13 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
14 connection with their herein-described claims for civil penalties.

15 **PRAYER**

16 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
17 judgment against Defendants as follows:

- 18 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
19 1174.5, 1197.1, and 2699;
20 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
21 210, 226.3, 558, 1174.5, 1197.1, and 2699;
22 C. For equitable, including, without limitation, injunctive relief;
23 C. Pre-judgment and post-judgment interest;
24 D. For costs of suit incurred herein; and
25 E. Such other and further relief as the Court deems just and proper.

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Dated: June 2, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Pavel Rukavishnikov
CALYN HADLOCK
PAVEL RUKAVISHNIKOV

Attorneys for Plaintiff DAISSY GUTIERREZ,
as an Aggrieved Employee, and on behalf of
all other Aggrieved Employees

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On June 8, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED REPRESENTATIVE ACTION**, to be served on the following person(s) at the addresses listed:

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BY E-MAIL OR ELECTRONIC TRANSMISSION:

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on June 8, 2026, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose