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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSA I. SOTO DE SALTO, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

JACK IN THE BOX INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV04743

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Rosa I. Soto de Salto (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Jack in the
3 Box Inc., a Delaware corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and
4 on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

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

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an employee classified as exempt under Industrial
25 Welfare Commission Wage Order No. 5.

26 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
27 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
28 present, Defendants did (and do) business by operating restaurants throughout California and the

1 United States and employed Plaintiff and other similarly situated exempt employees within the
2 County of Los Angeles and, therefore, were (and are) doing business in the County of Los Angeles
3 and the State of California.

4 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
6 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

7 7. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Representative Action Complaint when such true names and capacities are
11 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
12 defendants, whether individual, partners, or corporate, were responsible in some manner for the
13 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
14 Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices,
15 wrongs, injuries, and damages complained of herein.

16 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
18 defined in Paragraph 17).

19 9. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one
22 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 10. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
2 Aggrieved Employees (as defined in Paragraph 17).

3 **REPRESENTATIVE ACTION ALLEGATIONS**

4 11. Plaintiff has been employed by Defendants as a cook since approximately 1989.
5 Plaintiff brings this action on behalf of herself and all other employees of Defendants who were
6 classified as exempt employees during the relevant time period (collectively “aggrieved
7 employees”).

8 12. Throughout Plaintiff’s employment with Defendants, Defendants’ timekeeping
9 policies and/or practices have resulted in Plaintiff and other aggrieved employees not being
10 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise.
11 Specifically, Defendants have a policy and/or practice of only recording the scheduled start and
12 end times of employee shifts, as opposed to the times they actually worked despite the fact that
13 Plaintiff and other aggrieved employees regularly work hours outside of their scheduled shifts.
14 As a result of Defendants’ failure to pay Plaintiff and other aggrieved employees for their actual
15 hours worked, Defendants have failed to pay Plaintiff and other aggrieved employees for all
16 minimum and overtime wages earned.

17 13. Defendants have failed to provide Plaintiff and other aggrieved employees with
18 all legally compliant meal periods due to Defendants’ meal period policies/practices, which have
19 resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal
20 periods. Plaintiff and other aggrieved employees’ meal periods are also regularly interrupted due
21 to work demands. Defendants have also failed to provide Plaintiff or other aggrieved employees
22 with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff and other
23 aggrieved employees have not been provided with all legally required meal periods to which
24 they were entitled, Defendants have not compensated Plaintiff and other aggrieved employees
25 with the required meal period premium for each workday in which they experienced a meal
26 period violation as mandated by Labor Code § 226.7. Upon information and belief, during at
27 least a portion of the putative class period, Defendants maintained no payroll code for paying
28 meal period premiums under Labor Code § 226.7.

1 14. Plaintiff and other aggrieved employees have also not been authorized and
2 permitted to take all legally compliant rest periods due to Defendants' rest period
3 policies/practices, which fail to authorize and permit an off-duty rest period for every four hours
4 worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants,
5 Plaintiff and other aggrieved employees are regularly prevented from being relieved of all work
6 duties during required rest periods. Moreover, Plaintiff and other aggrieved employees have not
7 been authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to
8 Defendants' rest period policies/practices, which fail to authorize and permit non-exempt
9 employees to take a third rest period on occasions when they have worked over 10.0 hours in a
10 workday. On the occasions when Plaintiff and other aggrieved employees have not been
11 provided with all legally compliant rest periods to which they were entitled, Defendants failed
12 to compensate Plaintiff and other aggrieved employees with the required rest period premium
13 for each workday in which they experienced a rest period violation as mandated by Labor Code
14 § 226.7. Upon information and belief, during at least a portion of the putative class period,
15 Defendants maintained no payroll code or other mechanism for the payment of rest period
16 premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was
17 not provided to their non-exempt employees.

18 15. Defendants have also failed to reimburse Plaintiff and other aggrieved employees
19 for all reasonable and necessary work expenditures. Specifically, Defendants required Plaintiff
20 and other non-exempt employees to purchase special slip-resistant shoes for work but failed to
21 reimburse Plaintiff and other non-exempt employees for the purchase of such shoes.
22 Additionally, Defendants required Plaintiff and other non-exempt employees to use their
23 personal cellular phones for work purposes but did not reimburse Plaintiff and other non-exempt
24 employees for the costs associated with their cellular phones. As a result of Defendants' failure
25 to reimburse Plaintiff and other aggrieved employees for all necessary business expenses
26 incurred, Plaintiff and other aggrieved employees are entitled to reimbursement pursuant to
27 Labor Code § 2802.

28 16. As a result of Defendants' failure to pay all minimum and overtime wages, as

1 well as meal and rest period premium wages, Defendants have maintained inaccurate payroll
2 records and issued inaccurate wage statements to Plaintiff and other aggrieved employees.

3 17. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved
4 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
5 violations discussed herein.

6 **FIRST CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **(AGAINST ALL DEFENDANTS)**

9 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
10 fully set forth herein.

11 19. Defendants have committed several Labor Code violations against Plaintiff and
12 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
13 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
14 representative action against Defendants to recover the civil penalties due to Plaintiff, other
15 aggrieved employees, and the State of California according to proof, including, but not limited
16 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
17 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
18 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
19 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
20 employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent
21 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
22 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
23 those violations of the Labor Code for which no civil penalty is specifically provided, based on
24 the following Labor Code violations:

25 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
26 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and
27 1197;

28 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime

1 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;

2 c. Failing to provide all legally required meal periods, or to pay premium pay in lieu
3 thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in
4 violation of Labor Code §§ 226.7, 512, 558, and 1198;

5 d. Failing to authorize and permit all legally required rest periods, or to pay premium
6 pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate
7 of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;

8 e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary
9 expenditures incurred in violation of Labor Code §§ 2802 and 2804;

10 f. Failing to furnish Plaintiff and other aggrieved employees with complete,
11 accurate, itemized wage statements in violation of Labor Code § 226;

12 g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
13 twice during each calendar month in violation of Labor Code § 204; and

14 h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
15 employees in violation of Labor Code § 1174 and 1198.

16 20. On or about MMMM DD, YYYY, Plaintiff notified Defendant Jack in the Box
17 Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”)
18 via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to
19 bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to
20 violations of the California Labor Code identified in Paragraph 19 (a)-(h). Now that sixty-five
21 days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted
22 her administrative requirements for bringing a claim under the Private Attorneys General Act
23 with respect to these violations.

24 21. Plaintiff was compelled to retain the services of counsel to file this court action to
25 protect her interests and the interests of other aggrieved employees, and to assess and collect the
26 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
27 she is entitled to receive under California Labor Code § 2699.

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PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 19 (a)-(h);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: February 19, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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