MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff
BENJAMIN ISBELL CORDOVA JR., on behalf of all other aggrieved employees

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
11/16/2026 10:42:49 AM

Clerk of the Superior Court
By J. Ortler ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BENJAMIN ISBELL CORDOVA JR., on behalf of all other aggrieved employees,

Plaintiff,

vs.

YBR ENTERPRISES, a California limited partnership; YBR ENTERPRISES LIMITED PARTNERSHIP, a California limited partnership; VTP ENTERPRISES, INC., a California corporation; TOTO VENTURES LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 26CU060915C

COMPLAINT FOR VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

Plaintiff BENJAMIN ISBELL CORDOVA JR. ("PLAINTIFF"), on behalf of other aggrieved employees and in a representative capacity only, hereby alleges as follows:

INTRODUCTION

1. PLAINTIFF brings this action on behalf of the State of California and all other employees who worked for defendants YBR ENTERPRISES dba JACK IN THE BOX; YBR ENTERPRISES LIMITED PARTNERSHIP; VTP ENTERPRISES, INC. dba JACK IN THE BOX; TOTO VENTURES LLC; and DOES 1 through 50 inclusive (collectively, "DEFENDANTS") as non-exempt employees in the State of California during the relevant statutory period ("AGGRIEVED EMPLOYEES") to recover penalties arising from DEFENDANTS' failure to provide employees meal and rest periods, failure to provide minimum and overtime wages for all hours worked, failure to timely pay all wages earned, failure to pay all wages due to discharged and quitting employees, failure to furnish accurate itemized wage statements, failure to maintain required records, and failure to indemnify employees for necessary expenditures and/or losses incurred in the discharge of their duties.

JURISDICTION AND VENUE

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and residents of, and/or regularly conduct business in, California. Further, no federal question is at issue because the claims are based solely on California law.

3. Venue is proper in this judicial district and the County of San Diego, California because DEFENDANTS maintain offices and facilities and transact business in the County of San Diego, and DEFENDANTS' illegal policies and practices which are the subject of this action were applied, at least in part, to AGGRIEVED EMPLOYEES in the County of San Diego.

PARTIES

4. PLAINTIFF is a citizen and resident of the State of California. At times material to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF is informed and believes, and thereon alleges, that YBR ENTERPRISES is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that YBR ENTERPRISES is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, YBR ENTERPRISES maintains offices and conducts business in the County of San Diego.

6. PLAINTIFF is informed and believes, and thereon alleges, that YBR ENTERPRISES LIMITED PARTNERSHIP ("YBR ENTERPRISES L.P.") is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that YBR ENTERPRISES L.P. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, YBR ENTERPRISES L.P. maintains offices and conducts business in the County of San Diego.

7. PLAINTIFF is informed and believes, and thereon alleges, that VTP ENTERPRISES, INC. ("VTP") is, and at all times relevant hereto was, a corporation and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that VTP is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, VTP maintains offices and conducts business in the County of San Diego.

8. PLAINTIFF is informed and believes, and thereon alleges, that TOTO VENTURES LLC ("TOTO") is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that TOTO is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, TOTO maintains offices and conducts business in the County of San Diego.

9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.

PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE defendants when ascertained.

10. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and other AGGRIEVED EMPLOYEES. PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its co-defendant, and each was the alter ego of the other.

11. Upon information and belief, at all relevant times herein, DEFENDANTS had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

12. At all relevant times herein, PLAINTIFF and other AGGRIEVED EMPLOYEES were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code and the applicable Industria; Welfare Commission ("IWC") Wage Orders.

13. PLAINTIFF is informed and believes, and thereon allege, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of any of DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, or 1194.

15. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

16. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of all current and former non-exempt aggrieved employees who worked for DEFENDANTS in the State of California at any time within the period beginning one (1) year and sixty-five (65) days prior to the filing of this action, and ending at the time this action settles or proceeds to final judgment ("PENALTY PERIOD") in a representative capacity only.

17. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing on August 7, 2026 to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

18. Therefore, PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]

19. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have, a policy and practice of failing to provide AGGRIEVED EMPLOYEES full and timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 1-2001 § 11.

20. As a result of DEFENDANTS' policies and practices as alleged herein, AGGRIEED EMPLOYEES have regularly been denied, and continue to be denied, the opportunity to take full, uninterrupted, and timely meal periods as required under California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

21. DEFENDANTS have further violated, and continue to violate, Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate AGGRIEVED EMPLOYEES who were not provided with a meal period, in accordance with the applicable Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]

22. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have, a policy and practice of failing to authorize and permit AGGRIEVED EMPLOYEES to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 5-2001 § 12. As a result of DEFENDANTS' policies and practices as alleged herein, AGGRIEVED EMPLOYEES have regularly been denied, and continue to be denied, the opportunity to take full, uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC Wage Order No. 1-2001 § 12.

23. DEFENDANTS have further violated, and continue to violate, California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay AGGRIEVED EMPLOYEES who were not provided with a rest period, in accordance with the applicable Wage

Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]

24. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

25. During the PENALTY PERIOD, DEFENDANTS failed to pay AGGRIEVED EMPLOYEES minimum wages for all hours worked by, among other things: requiring, suffering or permitting AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work during meal breaks without compensation; rounding AGGRIEVED EMPLOYEES' clock-in and clock-out times in a manner that resulted in failure to compensate employees for all time worked; illegally and inaccurately recording time in which AGGRIEVED EMPLOYEES worked; and other methods to be discovered.

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]

26. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001 § 3, DEFENDANTS are required to compensate AGGRIEVED EMPLOYEES for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

27. AGGRIEVED EMPLOYEES are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate, and continue to fail to compensate, AGGRIEVED EMPLOYEES for all overtime hours worked as required under

the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001 § 3; requiring, suffering or permitting AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting AGGRIEVED EMPLOYEES to work during meal breaks without compensation; rounding AGGRIEVED EMPLOYEES' clock-in and clock-out times in a manner that resulted in failure to compensate employees for all time worked; failing to properly calculate the regular rate of pay for purposes of calculating overtime compensation; illegally and inaccurately recording time in which AGGRIEVED EMPLOYEES worked; and other methods to be discovered.

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

28. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

29. During the PENALTY PERIOD, DEFENDANTS failed to timely pay AGGRIEVED EMPLOYEES all the wages for labor performed by the next regular payroll period as required by California Labor Code § 204.

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202]

30. Pursuant to California Labor Code §§ 201 and 202, DEFENDANTS are required to timely pay all earned and unpaid wages to an employee upon separation.

31. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

32. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

33. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to pay accrued wages and other compensation to AGGRIEVED EMPLOYEES in accordance with California Labor Code §§ 201 and 202.

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001 § 7]

34. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS failed to maintain records as required under California Labor Code §§ 226 and 1174 and IWC Wage Order No. 5-2001 § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 5-2001 § 7]

35. During the PENALTY PERIOD, DEFENDANTS failed to provide AGGRIEVED EMPLOYEES with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing AGGRIEVED EMPLOYEES, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001 § 7.

FIRST CAUSE OF ACTION

Representative Action for Penalties under PAGA

[Cal. Labor Code § 2698, *et seq*.]

(Against All DEFENDANTS)

36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 35.

37. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of other current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged Labor Code violations was committed against PLAINTIFF during the relevant period.

38. PLAINTIFF seeks to recover civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

39. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil penalties from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

40. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred dollars ($200) per employee for violations in subsequent pay periods.

b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a), DEFENDANTS are subject to a civil penalty in the amount of two hundred

and fifty dollars ($250) per AGGRIEVED EMPLOYEE for the initial pay period where a violation occurs and one thousand dollars ($1,000) per AGGRIEVED EMPLOYEE for violations in subsequent pay periods.

c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars ($50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars ($500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

41. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one 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. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of all other AGGRIEVED EMPLOYEES, prays for relief against DEFENDANTS as follows:

1. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

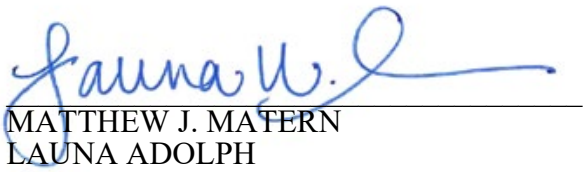
2. For interest at the legal rate pursuant to Labor Code §§ 218.6 and 1194, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorneys' fees and costs; and

4. For such further relief that the Court may deem just and proper.

Dated: November 16, 2026

MATERN LAW GROUP, PC

By: 

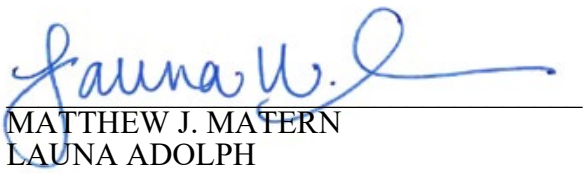
MATTHEW J. MATERN
LAUNA ADOLPH
Attorneys for Plaintiff BENJAMIN ISBELL CORDOVA JR., on behalf of all other aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of all other aggrieved employees, hereby demands a jury trial with respect to all issues so triable.

Dated: November 16, 2026

MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
LAUNA ADOLPH
Attorneys for Plaintiff BENJAMIN ISBELL CORDOVA JR., on behalf of all other aggrieved employees