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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Salcido, Deputy Clerk

Attorneys for Plaintiff Claire Birnbaum

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

CLAIRE BIRNBAUM, individually,
Plaintiff,

v.

MADRES BRUNCH LB, LLC; and DOES 1
through 50, inclusive,
Defendants.

Case No.: **26LBCV02095**

COMPLAINT FOR:

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Periods;
4. Failure to Provide Accurate Itemized Wage Statements; and
5. Failure to Pay All Wages Due During Employment and Upon Separation of Employment.

1 Plaintiff Claire Birnbaum (“Plaintiff”) alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff brings this action against defendants Madres Brunch LB, LLC and DOES
4 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf.

5 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
6 increased their profits by violating state wage and hour laws by, among other things:

7 (a) failing to pay all wages;

8 (b) failing to provide meal periods or pay meal period premiums;

9 (c) failing to authorize or permit rest periods or pay rest period premiums;

10 (d) failing to provide accurate itemized wage statements; and

11 (e) failing to pay all wages due during employment and upon separation of
12 employment.

13 3. Plaintiff seeks monetary relief against Defendants on behalf of herself to recover,
14 among other things, unpaid wages, statutory penalties, benefits, interest, attorneys’ fees, and costs
15 and expenses, pursuant to Labor Code §§ 201, 202, 203, 203.1, 210, 218.5, 221, 226, 226.7, 510,
16 512, 1194, 1194.2, 1197, 1198, and 1198.5

17 **JURISDICTION AND VENUE**

18 4. The monetary damages, restitution, penalties, and other legal relief sought by
19 Plaintiff exceed the minimal jurisdictional limits of this Court and will be established according to
20 proof at trial.

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

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

1 and substantial justice.

2 7. Venue is proper in this court because Defendants maintain offices, have agents,
3 employ individuals, and/or transact business in this county.

4 **THE PARTIES**

5 8. Plaintiff is a California resident and was employed by Defendants in Long Beach,
6 California as a non-exempt busser in July 2026.

7 9. Defendants were and are subject to the Labor Code and IWC Wage Orders as
8 employers whose employees were and are engaged to work throughout this county and the State
9 of California.

10 10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
11 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
12 fictitiously named Defendants once their names and capacities become known.

13 11. Plaintiff is informed and believes and thereon alleges that each and all of the acts
14 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
15 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
16 other co-Defendants and within the course and scope of such agency, employment, joint venture,
17 or concerted activity with legal authority to act on the others' behalf.

18 12. Plaintiff is informed and believes and thereon alleges that during the relevant time
19 period, DOES 1 through 50 were the employers of Plaintiff within the meaning of all applicable
20 state laws and statutes. Plaintiff is informed and believes and thereon alleges that DOES 1 through
21 50 directly or indirectly controlled or affected the working conditions, working hours, and
22 conditions of employment of Plaintiff so as to make each Defendant an employer liable under the
23 statutory provision set forth herein.

24 13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
25 the authority to hire and terminate Plaintiff, to set work rules and conditions governing Plaintiff's
26 employment, and to supervise her daily employment activities.

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14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's employment for them to be joint employers of Plaintiff.

GENERAL ALLEGATIONS

15. During the relevant time period, Defendants employed Plaintiff as a non-exempt or hourly-paid employee at Defendants' California business location(s).

16. During the relevant time period, Defendants knew that Plaintiff was entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff all wages for all hours worked. For example, Plaintiff's final paycheck bounced for insufficient funds. Defendants also deducted tips from Plaintiff's wages. As a result, Defendants failed to pay Plaintiff for all wages in violation of the Labor Code and applicable IWC Wage Order.

17. During the relevant time period, Defendants knew that Plaintiff was entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to provide Plaintiff with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period premiums at her regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

18. During the relevant time period, Defendants knew that Plaintiff was entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to permit Plaintiff to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed to pay rest period premiums at her regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

19. During the relevant time period, Defendants knew that Plaintiff was entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. However, due to Defendants' failure to record and pay for all time worked and Defendants' failure to provide meal and rest periods or

1 meal and rest period premiums in lieu thereof, Defendants failed to provide accurate itemized wage
2 statements in violation of the Labor Code. Additionally, Defendants made past-due payments to
3 Plaintiff identified as “retro pay” on Plaintiff’s wage statements, but failed to identify the inclusive
4 dates during which those wages were earned.

5 20. During the relevant time period, Defendants knew that Plaintiff was entitled to
6 timely payment of wages due during employment and upon separation of employment. In fact,
7 Defendants routinely paid wages due more than 7 days after the close of the pay period. In violation
8 of the Labor Code, Plaintiff did not receive payment of all wages within the required time periods.

9 21. During the relevant time period, Defendants knew they had a duty to compensate
10 Plaintiff, and Defendants had the financial ability to pay such compensation but willfully,
11 knowingly, and/or intentionally failed to do so in order to increase Defendants' profits.

12 22. Therefore, Plaintiff bring this lawsuit seeking monetary and injunctive relief against
13 Defendants on Plaintiff’s own behalf to recover, among other things, unpaid wages (including
14 minimum, regular, and overtime wages), unpaid meal period premium payments, unpaid rest
15 period premium payments, interest, attorneys' fees, penalties, costs, and expenses.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES**

18 (Violation of Labor Code §§ 203.1, 221, 510, 1194, 1194.2, 1197, & 1198; Violation of IWC
19 Wage Order §§ 3, 4, and 5)

20 23. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 24. During the relevant time period, Defendants were required to compensate Plaintiff
23 for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 510, 1182.12, 1194, 1194.2, 1197,
24 and 1198, and the applicable IWC Wage Order.

25 25. Labor Code § 203.1 provides that is an employer pays an employee in the regular
26 course of employment any wages by check, which check is subsequently refused payment because
27 the employer or maker has insufficient funds in the account upon which the instrument is drawn at

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1 the time of its presentation, those wages shall continue as a penalty from the due date thereof at
2 the same rate until paid or until an action therefor is commenced.

3 26. Labor Code § 221 provides that it shall be unlawful for an employer to collect or
4 receive from an employee any part of wages theretofore paid by said employer to said employee.

5 27. Labor Code § 510 provides that employees must be paid overtime compensation at
6 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a
7 week, and for the first 8 hours worked on the 7th day of work.

8 28. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
9 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
10 the minimum so fixed is unlawful

11 29. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
12 to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the
13 individual's regular rate of pay, depending on the number of hours worked by the individual on a
14 daily or weekly basis.

15 30. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate
16 Plaintiff for all overtime hours worked, calculated at 1 ½ times their regular rate of pay for all
17 hours worked in excess of 8 hours per workday, 40 hours per workweek, and for the first 8 hours
18 on the 7th consecutive workday, and 2 times their regular rate of pay for all hours after 12 in a
19 workday and for all hours over 8 worked on the 7th day of any workweek.

20 31. During the relevant time period, Defendants failed to pay Plaintiff all wages owed
21 when Defendants did not pay for all hours worked at the correct rate of pay.

22 32. In violation of the Labor Code, Defendants knowingly and willfully refused to
23 perform their obligations and compensate Plaintiff for all wages earned and all hours worked,
24 including work performed in workweeks in which they did not qualify for any overtime
25 compensation.

26 33. During the relevant time period, Defendants regularly failed to pay all wages to
27 Plaintiff for all hours worked in violation of the Labor Code and the applicable IWC Wage Order.

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34. Defendants' failure to pay Plaintiff overtime and double-time compensation violates Labor Code §§ 510 and 1198.

35. As a direct and proximate result of Defendants' failure to pay Plaintiff the required wages, Plaintiff is entitled to recover the unpaid balance of her wages, including penalties and unlawfully deducted wages, as well as interest, costs, and attorneys' fees.

36. Pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though forth herein.

38. Labor Code § 226.7 prohibits employers from requiring an employee to work during any meal period mandated by the IWC Wage Orders.

39. Section 11 of the applicable IWC Wage Order provides, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

40. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

41. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

1 42. During the relevant time period, Plaintiff did not receive compliant meal periods for
2 every 5 hours worked because her meal periods were missed, late, short, interrupted, and/or he was
3 not permitted to take a second meal period.

4 43. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
5 an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for
6 each workday that a compliant meal period is not provided.

7 44. During the relevant time period, Defendants failed to pay Plaintiff meal period
8 premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section
9 11 of the applicable IWC Wage Order.

10 45. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each
11 day a compliant meal period was not provided, Plaintiff suffered and continues to suffer a loss of
12 wages and compensation.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PERMIT REST PERIODS**

15 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

16 46. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
17 though fully set forth herein.

18 47. Labor Code § 226.7(a) provides that no employer shall require an employee to work
19 during any rest period mandated by the IWC Wage Orders.

20 48. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
21 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
22 middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total
23 hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]”
24 unless the total time worked is less than 3 ½ hours.

25 49. During the relevant time period, Plaintiff did not receive a 10-minute rest period for
26 every 4 hours or major fraction thereof worked because he was required to work through her rest
27 periods and/or was not authorized to take her rest periods.

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1 50. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
2 an employer to pay an employee an additional hour of pay at the employee's regular rate of
3 compensation for each day that a compliant rest period is not provided.

4 51. During the relevant time period, Defendants failed to pay Plaintiff rest period
5 premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and
6 section 12 of the applicable IWC Wage Order.

7 52. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each
8 day a compliant rest period was not provided, Plaintiff suffered and continues to suffer a loss of
9 wages and compensation.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 (Violation of Labor Code § 226)

13 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 54. Labor Code § 226(a) requires Defendants to provide each employee with an accurate
16 wage statement in writing showing nine pieces of information, including, the following: (1) gross
17 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
18 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
19 provided that all deductions made on written orders of the employee may be aggregated and shown
20 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
21 paid, (7) the name of the employee and the last four digits of her or her social security number or
22 an employee identification number other than a social security number, (8) the name and address
23 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 55. During the relevant time period, Defendants have knowingly and intentionally failed
26 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff. The
27 deficiencies include, among other things, the failure to correctly state the gross and net wages
28 earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked

1 at each hourly rate by Plaintiff.

2 56. As a result of Defendants' knowing and intentional failure to comply with Labor
3 Code § 226(a), Plaintiff has suffered injury and damage to her statutory rights. Plaintiff is deemed
4 to suffer an injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally
5 violated Labor Code § 226(a). Plaintiff was denied both her legal right to receive, and her protected
6 interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition,
7 because Defendants failed to provide accurate rates of pay on wage statements, Defendants
8 prevented Plaintiff from determining if all hours worked were paid at the appropriate rate and the
9 extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
10 would not have had to engage in these efforts and incur these costs had Defendants provided the
11 accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to
12 demand and recover underpayment of wages from Defendants.

13 57. Plaintiff is entitled to recover from Defendants the greater of all actual damages
14 caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00 for the initial pay
15 period in which a violation occurred and \$100.00 per employee for each violation in subsequent
16 pay periods in an amount not exceeding \$4,000.00, plus attorneys' fees and costs.

17 58. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff from
18 knowing, understanding, and disputing the wages paid to them and resulted in a unjustified
19 economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to
20 comply with California Labor Code § 226(a), Plaintiff has suffered an injury, in the exact amount
21 of damages and/or penalties to be shown according to proof at trial.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON** 24 **SEPARATION OF EMPLOYMENT**

25 (Violation of Labor Code §§ 201, 202, 203, 204, & 210)

26 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
27 though fully set forth herein.

28 60. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,

1 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
2 an employee voluntarily leaves her or her employment, her or her wages shall become due and
3 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
4 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to her
5 or her wages at the time of quitting.

6 61. Labor Code § 203 provides that if an employer willfully fails to pay wages in
7 accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages
8 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
9 until an action therefor is commenced, but not for more than 30 days.

10 62. Labor Code § 204 provides that employees must be paid within a certain number of
11 days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay
12 in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the
13 amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully
14 withheld for each subsequent violation or any willful or intentional violation.

15 63. During the relevant time period, Defendants failed to timely pay Plaintiff wages
16 earned during the pay period within the required time limits.

17 64. During the relevant time period, Defendants willfully failed to pay Plaintiff her
18 earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of
19 Plaintiff leaving Defendants' employ.

20 65. Defendants' failure to pay Plaintiff all her earned wages within the required time
21 limits during employment and at the time of discharge or within seventy-two (72) hours of their
22 leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

23 66. Plaintiff is entitled to recover from Defendants the statutory penalties set forth in
24 Labor Code §§ 203 and 210.

25 **PRAYER FOR RELIEF**

26 On Plaintiff's own behalf, Plaintiff prays for relief and judgment against Defendants, jointly
27 and severally, as follows:

28 67. For compensatory damages in an amount according to proof at trial;

1 68. For an award of damages in the amount of unpaid compensation including, but not
2 limited to, unpaid wages, benefits, and penalties;

3 69. For economic and/or special damages in an amount according to proof at trial;

4 70. For liquidated damages pursuant to § 1194.2;

5 71. For statutory penalties to the extent permitted by law, including those pursuant to
6 the Labor Code and IWC Wage Orders;

7 72. For pre-judgment interest;

8 73. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
9 law, including, but not limited to, Labor Code §§ 226(e), 218.5, 1194; and

10 74. For such other relief as the Court deems just and proper.

11
12 Dated: September 8, 2026

ABRAMSON LABOR GROUP

13
14 By: 

Fawn F. Bekam

Attorneys for Plaintiff Claire Birnbaum

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16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.
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19 Dated: September 8, 2026

ABRAMSON LABOR GROUP

20
21 By: 

Fawn F. Bekam

Attorneys for Plaintiff Claire Birnbaum
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