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FILED
Superior Court of California
County of Los Angeles
11/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: J. Ballesteros Deputy

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

Assigned for All Purposes to:
Hon. Gary Tokumori, Dept. S28

FIRST AMENDED 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;
5. Failure to Pay All Wages Due During Employment and Upon Separation of Employment; and
6. Private Attorneys General Act of 2004.

Plaintiff Claire Birnbaum ("Plaintiff") alleges as follows:

INTRODUCTION

1. Plaintiff brings this representative action against defendants Madres Brunch LB, LLC and DOES 1 through 50, inclusive (collectively, "Defendants"), on Plaintiff's own behalf.

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

(a) failing to pay all wages;

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

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

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

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

3. Plaintiff seeks monetary relief against Defendants on behalf of herself to recover, among other things, unpaid wages, statutory and civil penalties, benefits, interest, attorneys' fees, and costs and expenses, pursuant to Labor Code §§ 201, 202, 203, 203.1, 204, 210, 218.5, 221, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq*., and 1198.5

JURISDICTION AND VENUE

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

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

6. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise

of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

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

THE PARTIES

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

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

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

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

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

13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff, to set work rules and conditions governing Plaintiff's 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

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

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

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

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

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

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

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

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

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

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

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

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

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

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

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

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

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

33. During the relevant time period, Defendants regularly failed to pay all wages to 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.

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

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PERMIT REST PERIODS

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

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

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

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

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

at each hourly rate by Plaintiff.

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Labor Code §§ 2698, *et seq.*)

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

68. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

69. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the aggrieved employees.

70. Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(c).

71. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Failing to pay all wages to Plaintiff in violation of Labor Code §§ 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;

(b) Failing to provide compliant meal periods without paying Plaintiff meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiff rest period premiums for each day that lawful rest periods were not

authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;

(e) Failing to timely pay all wages due during Plaintiff's employment and at the end of her employment in violation of Labor Code §§ 201, 202, 203, 204, and 210; and

(f) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

72. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to her Private Attorneys General Act of 2004 ("PAGA") notice.

73. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other aggrieved employees under PAGA.

74. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

75. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

PRAYER FOR RELIEF

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

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

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

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

79. For liquidated damages pursuant to § 1194.2;

80. For civil penalties pursuant to PAGA;

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

82. For pre-judgment interest;

83. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Labor Code §§ 210, 218.5, 226(e), 1194, and 2699(k)(1); and

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

Dated: November 9, 2026

ABRAMSON LABOR GROUP

By: 

Fawn F. Bekam
Attorneys for Plaintiff Claire Birnbaum