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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SANTA CLARA**

16 TEYA O'NEAL, on behalf of the State of
17 California, as a private attorney general,

18 Plaintiff,

19 vs.

20 BJ'S RESTAURANTS, INC., a
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

E-FILED

1/26/2026 3:26 PM

Clerk of Court

Superior Court of CA,

County of Santa Clara

Reviewed By: S. Rodriguez

26CV485546

Case No. 26CV485546

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
351, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Teya O’Neal (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant BJ’s Restaurants, Inc. (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current
9 and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek**
10 **to recover anything other than penalties as permitted by California Labor Code § 2699.**

11 To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations, but simply the civil
13 penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 **THE PARTIES**

25 5. BJ’s Restaurants, Inc. (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT is an American restaurant chain which operates locations
28

1 throughout California.

2 7. PLAINTIFF was employed by DEFENDANT in California from February of
3 2023 to March of 2025. PLAINTIFF was at all times classified by DEFENDANT as a
4 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
5 periods and payment of minimum and overtime wages due for all time worked.

6 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to all
9 individuals who are or previously were employed by DEFENDANT in California, including any
10 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
11 ("AGGRIEVED EMPLOYEES") during the time period of October 20, 2024 until a date as
12 determined by the Court (the "PAGA PERIOD").

13 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
14 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
16 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512,
17 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
19 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
20 within the meaning of Labor Code § 2699.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

5 13. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT's corporate policy and practice.

17 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 15. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (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.

24 18. DEFENDANT from time to time failed to pay PLAINTIFF and the
25 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
26 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
27 wage payments.
28

1 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
2 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203.

4 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 21. In the course of their employment PLAINTIFF and the AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
16 personal cellular phones as a result of and in furtherance of their job duties as employees for
17 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
18 associated with the use of their personal cellular phones for DEFENDANT's benefit.
19 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
20 DEFENDANT to use their personal cellular phones. As a result, in the course of their
21 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
22 incurred unreimbursed business expenses which included, but were not limited to, costs
23 related to the use of their personal cellular phones all on behalf of and for the benefit of
24 DEFENDANT.

25 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
26 terminated and DEFENDANT has not tendered payment of all wages owed as required by
27 law.

28 23. California Labor Code § 351 establishes the requirements for an employer

1 regarding the payment of gratuities. DEFENDANT violated California Labor Code § 351
2 which allows for employer-mandated tip pooling as long as the process is fair, reasonable,
3 and excludes individuals not in the “chain of service” such as managers, owners and
4 supervisors. PLAINTIFF alleges that DEFENDANT’s tip pooling program was unfair and
5 unreasonable in that, for example, restaurant managers pressured PLAINTIFF and other
6 AGGRIEVED EMPLOYEES to keep increasing the amount of tips provided to bussers and
7 food runners by threatening to instruct the bussers and food runners to withhold service to
8 them if they did not agree to keep paying them more money out of their tips.

9 10 **JURISDICTION AND VENUE**

11 24. This Court has jurisdiction over this Action pursuant to California Code of
12 Civil Procedure, Section 410.10.

13 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
15 employs AGGRIEVED EMPLOYEES across California, including in this County, and
16 committed the wrongful conduct herein alleged in this County against AGGRIEVED
17 EMPLOYEES.

18 **FIRST CAUSE OF ACTION**

19 **For Violation of the Private Attorneys General Act**

20 **[Cal. Lab. Code §§ 2698]**

21 **(By PLAINTIFF and Against All Defendants)**

22 26. PLAINTIFF realleges and incorporates by this reference, as though fully set
23 forth herein, the prior paragraphs of this Complaint.

24 27. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
26 the state's labor law enforcement agencies. An action to recover civil penalties under
27 PAGA is fundamentally a law enforcement action designed to protect the public and not to
28 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,

1 but to create a means of "deputizing" citizens as private attorneys general to enforce the
2 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
3 public interest to allow aggrieved employees, acting as private attorneys general to recover
4 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
5 claims cannot be subject to arbitration.

6 28. PLAINTIFF, and such persons that may be added from time to time who
7 satisfy the requirements and exhaust the administrative procedures under the Private
8 Attorney General Act, brings this Representative Action on behalf of the State of California
9 with respect to all individuals who are or previously were employed by DEFENDANT in
10 California, including any employees staffed with DEFENDANT by a third party, and
11 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
12 period of October 20, 2024 until a date as determined by the Court (the "PAGA PERIOD").

13 29. On October 20, 2025, PLAINTIFF gave written notice by electronic mail to
14 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
15 employer of the specific provisions of this code alleged to have been violated as required by
16 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
17 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
18 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
19 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
20 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

21 30. The policies, acts and practices heretofore described were and are an unlawful
22 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
23 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
24 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
25 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
26 (f) failed to provide wages when due and (g) failed to adhere to tip pooling policies that were
27 fair and reasonable, all in violation of the applicable Labor Code sections listed in Labor
28 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197,

1 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
2 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a
3 result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as
4 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
5 the State of California for the illegal conduct perpetrated on PLAINTIFF and the
6 AGGRIEVED EMPLOYEES.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
9 severally, as follows:

10 1. On behalf of the State of California and with respect to all AGGRIEVED
11 EMPLOYEES:

12 A) Recovery of civil penalties as prescribed by the Labor Code Private
13 Attorneys General Act of 2004; and,

14 B) An award of attorneys' fees and cost of suit, as allowable under the
15 law, including, but not limited to, pursuant to Labor Code §2699.

16 Dated: January 26, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
17 LLP

18
19 By: /s/ Norman Blumenthal

20 Norman B. Blumenthal
21 Kyle R. Nordrehaug
22 Nicholas J. De Blouw

23 *Attorneys for Plaintiff*
24
25
26

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

October 20, 2025
CA3755

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

BJ'S RESTAURANTS, INC.
Certified Mail # 9589071052702856168627
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Teya O'Neal ("Plaintiff") and all other Aggrieved Employees of BJ's Restaurants, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees, during the time period of October 20, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant from February of 2023 to March of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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Plaintiff was employed by Defendant as a Server at BJ's Restaurant located at 2206 Bridgepointe Parkway, San Mateo, CA 94404. Throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late (after 5 hours into a shift), interrupted by work-related issues or missed entirely. Meal breaks were taken late and/or missed entirely because the BJ's location where Plaintiff worked was slammed and/or extremely busy on a regular basis. Plaintiff's meal breaks were also interrupted by managers who would approach Plaintiff and tell her what tasks to complete after her meal break. Indeed, from time to time Plaintiff was told by her manager to complete "side work", such as folding napkins, during her meal breaks. With respect to 10-minute rest breaks for every 3 hours worked, they were non-existent and always missed. During the PAGA Period, Defendant recorded and paid for only one meal break violation and zero rest break violations, despite rampant meal and rest break violations occurring during this time period. See Exhibit #1 which is a true and correct copy of Plaintiff's wage statements for the time period from November 27, 2024 through March 18, 2025. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was required to work while off the clock during some of her meal breaks by rolling up silverware inside of napkins, often referred to as "roll ups". Plaintiff was also required to do pre-shift and post-shift "roll ups" while off the clock. Additional "side work" that Plaintiff was required to complete while off the clock included sweeping the backroom and working on the lemonade dispenser including taking it apart, draining it, taking it to the dishwasher, and putting it all back together after it has been cleaned. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent doing "side work" prior to her shift, during meal breaks and after her shift ended.

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Plaintiff was also not reimbursed for business related expenses she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to use her cell phone for work-related purposes, such as scheduling issues (eg. Handshake app), but was not reimbursed the reasonable expenses she incurred. Plaintiff was also required to use non-slip shoes which she had to purchase at her own cost without getting reimbursed. Additionally, over a two year period Plaintiff purchased approximately 6 black button up BJ's shirts to use while working without getting reimbursed.

California Labor Code § 351 establishes the requirements for an employer regarding the payment of gratuities. Defendant violated California Labor Code § 351 which allows for employer-mandated tip pooling as long as the process is fair, reasonable, and excludes individuals not in the "chain of service" such as managers, owners and supervisors. Plaintiff alleges that Defendant's tip pooling program was unfair and unreasonable in that, for example, restaurant managers pressured Plaintiff and other Aggrieved Employees to keep increasing the amount of tips provided to bussers and food runners by threatening to instruct the bussers and food runners to withhold service to them if they did not agree to keep paying them more money out of their tips.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, including Plaintiff, whose employment with Defendant ended in March of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1



CO Employee ID 000000-000000
DLJ

BJ's Restaurants, Inc.
7755 Center Ave.
Ste. 300
Huntington Beach, CA 92647

Earnings Statement

Page 001 of 001
Period Beg/End: 11/27/2024 - 12/10/2024
Advice Date: 12/17/2024
Advice Number: 0000002634
Batch Number: SCVJMLKCV PWR

O'Neal, Teya

For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 25.57
Basis of Pay: Hourly
Pay Rate: 17.35

Earnings	Rate	Hours	This Period	Year-to-Date
Reported Tip			583.41	8551.15
Regular Pay	17.3500	25.57	443.60	5818.75
Meal Period			0.00	17.36
Sick			0.00	555.20
Gross Pay			1027.01	6391.31
Taxes				
Medicare			14.89	216.66
Federal Withholding			46.93	472.46
State Tax - CA			13.65	141.08
CA State Disability Insurance			11.30	164.37
OASDI			63.67	926.43
Total Taxes			150.44	1921.00
Net Pay			293.16	4470.31

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00
Direct Deposits		
Checking		293.16

Your Federal taxable wages for this period are: \$1,027.01

*Excluded from taxable wages

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BJ's Restaurants, Inc.
7755 Center Ave.
Ste. 300
Huntington Beach, CA 92647

Advice Number: 0000002634
Advice Date: 12/17/2024

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking			\$293.16



CO Employee ID 000000-000000
DLJ [REDACTED]

BJ's Restaurants, Inc.
7755 Center Ave.
Ste. 300
Huntington Beach, CA 92647

Earnings Statement

Page 001 of 001
Period Beg/End: 12/25/2024 - 01/07/2025
Advice Date: 01/14/2025
Advice Number: 0000003020
Batch Number: SC0UZV00OFDM

O'Neal, Teya



For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 30.63
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Reported Tip			868.26	868.26
Regular Pay	17.9500	17.58	315.62	542.04
Regular Pay	17.3500	13.05	226.42	0.00
Gross Pay			1410.30	542.04
Taxes				
CA State Disability Insurance			16.92	16.92
OASDI			87.44	87.44
Medicare			20.45	20.45
Federal Withholding			90.83	90.83
State Tax - CA			26.55	26.55
Total Taxes			242.19	242.19
Net Pay			299.85	299.85

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits		
Checking	[REDACTED]	299.85

Your Federal taxable wages for this period are: \$1,410.30

*Excluded from taxable wages

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Huntington Beach, CA 92647

Advice Number: 0000003020
Advice Date: 01/14/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking [REDACTED]	[REDACTED]		\$299.85

THIS IS NOT A CHECK



CO Employee ID 000000-000000
DLJ [REDACTED]

BJ's Restaurants, Inc.
7755 Center Ave.
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Huntington Beach, CA 92647

Earnings Statement

Page 001 of 001
Period Beg/End: 01/08/2025 - 01/21/2025
Advice Date: 01/28/2025
Advice Number: 0000005351
Batch Number: SCZDTUTURYV7

O'Neal, Teya



For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 27.72
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Reported Tip			571.67	1439.93
Regular Pay	17.9500	27.72	497.53	1039.57
Gross Pay			1069.20	1039.57
Taxes				
Medicare			15.50	35.95
CA State Disability Insurance			12.83	29.75
OASDI			66.29	153.73
Federal Withholding			49.90	140.73
State Tax - CA			14.29	40.84
Total Taxes			158.81	401.00
Net Pay			338.72	638.57

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits		
Checking	[REDACTED]	338.72

Your Federal taxable wages for this period are: \$1,069.20

*Excluded from taxable wages

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7755 Center Ave.
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Advice Number: 0000005351
Advice Date: 01/28/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking [REDACTED]	[REDACTED]		\$338.72

THIS IS NOT A CHECK



CO Employee ID 000000-000000
DLJ

BJ's Restaurants, Inc.
7755 Center Ave.
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Earnings Statement

Page 001 of 001
Period Beg/End: 01/22/2025 - 02/04/2025
Advice Date: 02/11/2025
Advice Number: 0000009347
Batch Number: SCXQANLZAJVH

O'Neal, Teya

For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 27.17
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Split Shift			17.95	17.95
Reported Tip			593.28	2033.21
Regular Pay	17.9500	27.17	487.66	1527.23
Gross Pay			1098.89	1545.18
Taxes				
OASDI			68.13	221.86
Medicare			15.94	51.89
Federal Withholding			53.46	194.19
State Tax - CA			14.94	55.78
CA State Disability Insurance			13.19	42.94
Total Taxes			165.66	566.66
Net Pay			339.95	978.52

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits		
Checking		339.95

Your Federal taxable wages for this period are: \$1,098.89

*Excluded from taxable wages

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7755 Center Ave.
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Advice Number: 0000009347
Advice Date: 02/11/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking			\$339.95



CO Employee ID 000000-000000
DLJ [REDACTED]

BJ's Restaurants, Inc.
7755 Center Ave.
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Earnings Statement

Page 001 of 001
Period Beg/End: 02/05/2025 - 02/18/2025
Advice Date: 02/25/2025
Advice Number: 0000001105
Batch Number: SCV1QKHFXBC

O'Neal, Teya



For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 21.88
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Pay	17.9500	21.88	392.83	1920.06
Reported Tip			565.16	2598.37
Split Shift			0.00	17.95
Gross Pay			957.99	1938.01

Taxes

CA State Disability Insurance	11.50	54.44
OASDI	59.40	281.26
Medicare	13.89	65.78
Federal Withholding	38.11	232.30
State Tax - CA	11.84	67.62
Total Taxes	134.74	701.40
Net Pay	258.09	1236.61

Other Benefits and Information

Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits

Checking	[REDACTED]	258.09
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Your Federal taxable wages for this period are: \$957.99

*Excluded from taxable wages

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7755 Center Ave.
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Advice Number: 0000001105
Advice Date: 02/25/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking [REDACTED]	[REDACTED]		\$258.09

THIS IS NOT A CHECK



CO Employee ID 000000-000000
DLJ

BJ's Restaurants, Inc.
7755 Center Ave.
Ste. 300
Huntington Beach, CA 92647

Earnings Statement

Page 001 of 001
Period Beg/End: 02/19/2025 - 03/04/2025
Advice Date: 03/11/2025
Advice Number: 0000007422
Batch Number: SC9PYI6E2VKK

O'Neal, Teya



For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 22.12
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Reported Tip			544.38	3142.75
Regular Pay	17.9500	22.12	397.01	2317.07
Split Shift			0.00	17.95
Gross Pay			941.39	2335.02
Taxes				
OASDI			58.36	339.62
Medicare			13.65	79.43
CA State Disability Insurance			11.29	65.73
Federal Withholding			36.45	268.75
State Tax - CA			11.47	79.09
Total Taxes			131.22	832.62
Net Pay			265.79	1502.40

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits		
Checking		265.79

Your Federal taxable wages for this period are: \$941.39

*Excluded from taxable wages

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Advice Number: 0000007422
Advice Date: 03/11/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking			\$265.79

THIS IS NOT A CHECK



CO Employee ID 000000-000000
DLJ [REDACTED]

BJ's Restaurants, Inc.
7755 Center Ave.
Ste. 300
Huntington Beach, CA 92647

Earnings Statement

Page 001 of 001
Period Beg/End: 03/05/2025 - 03/18/2025
Advice Date: 03/25/2025
Advice Number: 0000010376
Batch Number: SCCHFJDUSVHY

O'Neal, Teya



For inquiries on this statement please call: 714-500-2400
Total Hours Worked: 16.93
Basis of Pay: Hourly
Pay Rate: 17.95

Earnings	Rate	Hours	This Period	Year-to-Date
Reported Tip			417.32	3560.07
Regular Pay	17.9500	16.93	303.95	2621.02
Split Shift			0.00	17.95
Gross Pay			721.27	2638.97
Taxes				
CA State Disability Insurance			8.66	74.39
OASDI			44.72	384.34
Medicare			10.46	89.89
Federal Withholding			14.43	283.18
State Tax - CA			6.63	85.72
Total Taxes			84.90	917.52
Net Pay			219.05	1721.45

Other Benefits and Information	This Period	Year-to-Date
PTO	Accrued	Taken Balance
Sick	0.00	0.00 40.00
Vacation	0.00	0.00 0.00

Direct Deposits	
Checking	[REDACTED] 219.05

Your Federal taxable wages for this period are: \$721.27

*Excluded from taxable wages

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7755 Center Ave.
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Advice Number: 0000010376
Advice Date: 03/25/2025

Deposited to the account of	Account Number	Transit	ABA	Amount
O'Neal, Teya	Checking [REDACTED]	[REDACTED]		\$219.05

THIS IS NOT A CHECK