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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**CHANDA YOUNG, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

BREAKFAST REPUBLIC CARMEL
VALLEY, LLC, a California Limited
Liability Company; BREAKFAST
REPUBLIC ENCINITAS, LLC, a California
Limited Liability Company; BREAKFAST
REPUBLIC EAST VILLAGE, LLC, a
California Limited Liability Company;
BREAKFAST REPUBLIC MISSION
VALLEY, LLC, a California Limited
Liability; BREAKFAST REPUBLIC OC,
LLC, a California Limited Liability Company;
BREAKFAST REPUBLIC OCEAN BEACH,
LLC, a California Limited Liability Company;
BREAKFAST REPUBLIC WEST
HOLLYWOOD, LLC, a California Limited
Liability Company; BREAKFAST
REPUBLIC-PACIFIC BEACH, LP, a
California Limited Partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. 21SMCV01447**REPRESENTATIVE ACTION
COMPLAINT FOR:**1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 246, 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)

1 Plaintiff Chanda Young (“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 Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“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 Defendants Breakfast Republic Carmel
8 Valley, LLC, Breakfast Republic Encinitas, LLC, Breakfast Republic East Village, LLC,
9 Breakfast Republic Mission Valley, LLC, Breakfast Republic OC, LLC, Breakfast Republic
10 Ocean Beach, LLC, Breakfast Republic West Hollywood, LLC, and Breakfast Republic-Pacific
11 Beach, LP (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for
12 herself, and on behalf of all current and former aggrieved employees that worked for
13 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
14 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
15 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
16 damages for those violations, but simply the civil penalties permitted by California Labor Code
17 § 2699.

18 2. California has enacted the PAGA to permit an individual to bring an action on
19 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
20 nature of this action.

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

26 **THE PARTIES**

27 4. Defendant Breakfast Republic Carmel Valley, LLC is a California limited liability
28

1 company that at all relevant times mentioned herein conducted and continues to conduct
2 substantial business in the state of California.

3 5. Defendant Breakfast Republic Encinitas, LLC is a California limited liability
4 company that at all relevant times mentioned herein conducted and continues to conduct
5 substantial business in the state of California.

6 6. Defendant Breakfast Republic East Village, LLC is a California limited liability
7 company that at all relevant times mentioned herein conducted and continues to conduct
8 substantial business in the state of California.

9 7. Defendant Breakfast Republic Mission Valley, LLC is a California limited
10 liability company that at all relevant times mentioned herein conducted and continues to conduct
11 substantial business in the state of California.

12 8. Defendant Breakfast Republic OC, LLC is a California limited liability company
13 that at all relevant times mentioned herein conducted and continues to conduct substantial
14 business in the state of California.

15 9. Defendant Breakfast Republic Ocean Beach, LLC is a California limited liability
16 company that at all relevant times mentioned herein conducted and continues to conduct
17 substantial business in the state of California.

18 10. Defendant Breakfast Republic Hollywood, LLC is a California limited liability
19 company that at all relevant times mentioned herein conducted and continues to conduct
20 substantial business in the state of California.

21 11. Defendant Breakfast Republic-Pacific Beach, LP is a California limited
22 partnership that at all relevant times mentioned herein conducted and continues to conduct
23 substantial business in the state of California.

24 12. PLAINTIFF alleges there has existed a unity of interest and ownership between
25 Defendants such that any individuality and separateness between the entities has ceased and all
26 Defendants are referred to herein as "DEFENDANT."

27 13. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
28 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest

1 and ownership between Breakfast Republic Carmel Valley, LLC, Breakfast Republic Encinitas,
2 LLC, Breakfast Republic East Village, LLC, Breakfast Republic Mission Valley, LLC,
3 Breakfast Republic OC, LLC, Breakfast Republic Ocean Beach, LLC, Breakfast Republic West
4 Hollywood, LLC, Breakfast Republic-Pacific Beach, LP such that any individuality and
5 separateness between the entities has ceased. Breakfast Republic Carmel Valley, LLC,
6 Breakfast Republic Encinitas, LLC, Breakfast Republic East Village, LLC, Breakfast Republic
7 Mission Valley, LLC, Breakfast Republic OC, LLC, Breakfast Republic Ocean Beach, LLC,
8 Breakfast Republic West Hollywood, LLC, Breakfast Republic-Pacific Beach, LP are therefore
9 alter egos of each other. Adherence to the fiction of the separate existence of DEFENDANT
10 would permit an abuse of the corporate privilege, and would promote injustice by protecting
11 DEFENDANT from liability for the wrongful acts committed by them.

12 14. PLAINTIFF further alleges that DEFENDANT are the alter egos of each other
13 for the following reasons:

14 (A) On the California Secretary of State's website
15 (<https://businesssearch.sos.ca.gov/>) Breakfast Republic Carmel Valley, LLC,
16 Breakfast Republic Encinitas, LLC, Breakfast Republic East Village, LLC,
17 Breakfast Republic Mission Valley, LLC, Breakfast Republic OC, LLC,
18 Breakfast Republic Ocean Beach, LLC, Breakfast Republic West Hollywood,
19 LLC, Breakfast Republic-Pacific Beach, LP have the same entity address
20 and/or mailing address and/or Agent for Service of Process; and,

21 (B) On information and belief Breakfast Republic Carmel Valley, LLC, Breakfast
22 Republic Encinitas, LLC, Breakfast Republic East Village, LLC, Breakfast
23 Republic Mission Valley, LLC, Breakfast Republic OC, LLC, Breakfast
24 Republic Ocean Beach, LLC, Breakfast Republic West Hollywood, LLC,
25 Breakfast Republic-Pacific Beach, LP utilize the same standardized
26 employment forms and issue the same employment policies and same pay
27 stubs.

28 15. DEFENDANT is a Southern California eatery that specializes in breakfast items.

1 16. PLAINTIFF has been employed by DEFENDANT in California since September
2 of 2020 and has been at all times classified by DEFENDANT as a non-exempt employee, paid
3 on an hourly basis, and entitled to the legally required meal and rest periods and payment of
4 minimum and overtime wages due for all time worked.

5 17. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to herself
8 and all individuals who are or previously were employed by Breakfast Republic Carmel Valley,
9 LLC, and/or Breakfast Republic Encinitas, LLC, and/or Breakfast Republic East Village, LLC,
10 and/or Breakfast Republic Mission Valley, LLC, and/or Breakfast Republic OC, LLC, and/or
11 Breakfast Republic Ocean Beach, LLC, and/or Breakfast Republic West Hollywood, LLC,
12 and/or Breakfast Republic-Pacific Beach, LP in California and classified as non-exempt
13 employees ("AGGRIEVED EMPLOYEES") during the time period of April 13, 2020 until a
14 date as determined by the Court (the "PAGA PERIOD").

15 18. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
16 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
18 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
19 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
20 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
21 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
22 employees within the meaning of Labor Code § 2699, *et seq.*

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

1 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
2 responsible in some manner for one or more of the events and happenings that proximately
3 caused the injuries and damages hereinafter alleged.

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

12 13 THE CONDUCT

14 21. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
15 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
16 meaning the time during which an employee is subject to the control of an employer, including
17 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
18 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are
19 under DEFENDANT's control. DEFENDANT requires PLAINTIFF and the AGGRIEVED
20 EMPLOYEES to work off the clock without paying them for all the time they perform work
21 duties, specifically by failing to provide enough labor hours to accomplish all the job tasks that
22 DEFENDANT expects PLAINTIFF and the AGGRIEVED EMPLOYEES to complete on a
23 daily and/or weekly basis. PLAINTIFF and the AGGRIEVED EMPLOYEES also worked off
24 the clock with respect to time spent undergoing mandatory drug testing or any other testing
25 and/or examination required as a condition of employment. From time to time, DEFENDANT
26 requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's
27 off-duty meal break. PLAINTIFF is from time to time interrupted by work assignments.
28 DEFENDANT also engages in the practice of requiring PLAINTIFF and the AGGRIEVED

1 EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of
2 employment, requires these employees to submit to mandatory questionnaires for COVID-19
3 screening prior to clocking into DEFENDANT's timekeeping system for the workday.
4 PLAINTIFF and the AGGRIEVED EMPLOYEES are required by DEFENDANT to answer
5 a COVID-19 questionnaire regarding any symptoms and possible exposure to COVID-19.
6 DEFENDANT fails to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for their time
7 spent performing the mandatory waiting off the clock during the shift change and completing
8 the COVID-19 questionnaire. Even if PLAINTIFF and the AGGRIEVED EMPLOYEES show
9 up to DEFENDANT's work place and then fail the questionnaire, DEFENDANT still fails to
10 pay PLAINTIFF the proper reporting time pay wages. Additionally, DEFENDANT, as a matter
11 of established company policy and procedure, administered a uniform practice of rounding the
12 actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always
13 to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
14 the AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been
15 paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the
16 AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by from
17 time to time working without their time being accurately recorded and without compensation
18 at the applicable minimum wage and overtime rates. DEFENDANT's uniform policy and
19 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked is
20 evidenced by DEFENDANT's business records.

21 22. State law provides that employees must be paid overtime and meal and rest break
22 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
23 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
24 to specific elements of an employee's performance.

25 23. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
26 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
27 and the AGGRIEVED EMPLOYEES incentive wages based on their performance for
28 DEFENDANT. The non-discretionary incentive program provided all employees paid on an

1 hourly basis with incentive compensation when the employees met the various performance
2 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
3 overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
4 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
5 employees' "regular rate of pay" for purposes of calculating overtime pay and the correct meal
6 and rest break premium pay. Management and supervisors described the incentive program to
7 potential and new employees as part of the compensation package. As a matter of law, the
8 incentive compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must
9 be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of
10 overtime compensation and meal and rest break premium pay to PLAINTIFF and the other
11 AGGRIEVED EMPLOYEES by DEFENDANT.

12 24. As a result of their rigorous work schedules, PLAINTIFF and the other
13 AGGRIEVED EMPLOYEES are from time to time unable to take thirty (30) minute off duty
14 meal breaks and are not fully relieved of duty for their meal periods. PLAINTIFF and the other
15 AGGRIEVED EMPLOYEES are required from time to time to perform work as ordered by
16 DEFENDANT for more than five (5) hours during some shifts without receiving a meal break.
17 Further, DEFENDANT from time to time fails to provide PLAINTIFF and the AGGRIEVED
18 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
19 are required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
21 and in accordance with DEFENDANT's corporate policy and practice.

22 25. During the PAGA PERIOD, PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES are also required from time to time to work in excess of four (4) hours without
24 being provided ten (10) minute rest periods. Further, these employees are denied their first rest
25 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
26 from time to time, a first and second rest period of at least ten (10) minutes for some shifts
27 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
28 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from

1 time to time. PLAINTIFF and the other AGGRIEVED EMPLOYEES are also not provided
2 with one hour wages in lieu thereof. Additionally, the applicable California Wage Order
3 requires employers to provide employees with off-duty rest periods, which the California
4 Supreme Court defined as time during which an employee is relieved from all work related
5 duties and free from employer control. In so doing, the Court held that the requirement under
6 California law that employers authorize and permit all employees to take rest period means that
7 employers must relieve employees of all duties and relinquish control over how employees
8 spend their time which includes control over the locations where employees may take their rest
9 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
10 five minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFF and
11 the other AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
12 DEFENDANT's rule which states PLAINTIFF and the other AGGRIEVED EMPLOYEES
13 cannot leave the work premises during their rest period.

14 26. During the PAGA PERIOD, DEFENDANT fails to accurately record and pay
15 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
16 employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
17 is required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked,
18 meaning the time during which an employee was subject to the control of an employer,
19 including all the time the employee was permitted or suffered to permit this work.
20 DEFENDANT requires these employees to work off the clock without paying them for all the
21 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
22 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES are under compensated for
23 all time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit time
24 worked by working without their time being accurately recorded and without compensation at
25 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
26 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
27 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
28 1197.1.

1 27. From time to time, DEFENDANT also fails to provide PLAINTIFF and the other
2 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
3 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
4 provides that every employer shall furnish each of his or her employees with an accurate
5 itemized wage statement in writing showing, among other things, gross wages earned and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES are paid on an
8 hourly basis. As such, the wage statements should reflect all applicable hourly rates during the
9 pay period and the total hours worked, and the applicable pay period in which the wages are
10 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
11 provides to PLAINTIFF and the AGGRIEVED EMPLOYEES fail to identify such information.
12 More specifically, the wage statements fail to identify the accurate total hours worked each pay
13 period. When the hours shown on the wage statements are added up, they do not equal the
14 actual total hours worked during the pay period. Aside, from the violations listed above in this
15 paragraph, DEFENDANT fails to issue to PLAINTIFF an itemized wage statement that lists all
16 the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
17 to time provides PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements
18 which violated Cal. Lab. Code § 226.

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

23 [I]n addition to, and entirely independent and apart from, any other penalty provided in
24 this article, every person who fails to pay the wages of each employee as provided in
25 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
26 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.

27 29. DEFENDANT from time to time fails to pay PLAINTIFF and the AGGRIEVED
28 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal.

1 Lab. Code § 204(d).

2 30. DEFENDANT underpays sick pay wages to PLAINTIFF and the other
3 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
4 Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
5 remuneration, including but not limited to, incentives, shift differential pay, and bonuses.
6 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to
7 PLAINTIFF and the other AGGRIEVED EMPLOYEES at their base rates of pay.

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

18 32. In the course of their employment PLAINTIFF and other AGGRIEVED
19 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal
20 cellular phones as a result of and in furtherance of their job duties as employees for
21 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
22 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
23 PLAINTIFF and other AGGRIEVED EMPLOYEES are required by DEFENDANT to use their
24 personal cellular phones to for work related issues including but not limited to, downloading
25 scheduling applications and other applications in order to perform work for DEFENDANT in
26 addition to placing and taking calls from DEFENDANT regarding workplace issues. As a
27 result, in the course of their employment with DEFENDANT, PLAINTIFF and the other
28 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but

1 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
2 for the benefit of DEFENDANT.

3 33. All of the conduct and violations alleged herein occurred during the PAGA
4 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
5 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
6 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
7 AJDAR 12157 (Certified for Publication 12/19/18).

8 **JURISDICTION AND VENUE**

9 34. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10.

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

16 **FIRST CAUSE OF ACTION**

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

18 **[Cal. Lab. Code §§ 2698, *et seq.*]**

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

20 36. PLAINTIFF realleges and incorporates by this reference, as though fully set
21 forth herein, the prior paragraphs of this Complaint.

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

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

5 38. PLAINTIFF, and such persons that may be added from time to time who
6 satisfy the requirements and exhaust the administrative procedures under the Private
7 Attorney General Act, brings this Representative Action on behalf of the State of California
8 with respect to herself and all individuals who are or previously were employed by Breakfast
9 Republic Carmel Valley, LLC, and/or Breakfast Republic Encinitas, LLC, and/or Breakfast
10 Republic East Village, LLC, and/or Breakfast Republic Mission Valley, LLC, and/or
11 Breakfast Republic OC, LLC, and/or Breakfast Republic Ocean Beach, LLC, and/or
12 Breakfast Republic West Hollywood, LLC, and/or Breakfast Republic-Pacific Beach, LP in
13 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
14 during the time period of April 13, 2020 until a date as determined by the Court (the "PAGA
15 PERIOD").

16 39. On April 13, 2021, PLAINTIFF gave written notice by electronic mail to the
17 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
20 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
21 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
22 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

23 40. The policies, acts and practices heretofore described were and are an unlawful
24 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
25 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
26 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
27 (d) failed to pay overtime and sick pay wages, and (e) failed to reimburse employees for
28 required expenses, all in violation of the applicable Labor Code sections listed in Labor

Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 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), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

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

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

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

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

Dated: August 31, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

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