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County of Yolo,
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By: April Gonzalez-Aguilar, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**

11 ADAM HINOJOSA, an individual,

12 Plaintiff,

13 v.

14 MAMMA DAVIS, LLC, a California limited
15 liability company, and DOES 1 through 10,
inclusive,

16 Defendants.

Case No. CV2025-0935

ADAM HINOJOSA'S COMPLAINT FOR:

- (1) **Wrongful Termination in Violation of Public Policy**
- (2) **Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (3) **Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (4) **Waiting Time Penalties (Lab. Code §§ 201-203)**
- (5) **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (6) **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)**
- (7) **Retaliation for Reporting Wage and Hour Violations (Lab. Code § 1102.5)**
- (8) **Breach of Oral Contract**
- (9) **Private Attorneys General Act (Lab. Code § 2698, et seq.)**

JURY TRIAL DEMANDED

1 Plaintiff Adam Hinojosa brings this action against Defendant Mamma Davis, LLC and
2 Does 1 through 10, inclusive, and alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff Adam Hinojosa ("Mr. Hinojosa" or "Plaintiff") is an individual residing in
5 Davis, California.

6 2. Defendant Mamma Davis, LLC ("Mamma Davis" or "Defendant") is a California
7 limited liability company with its principal place of business in Davis, California.

8 3. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
9 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
10 amend this complaint to allege their true names and capacities when the same have been
11 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
12 responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were
13 proximately caused by said defendants' conduct.

14 **VENUE AND JURISDICTION**

15 4. The wrongful conduct alleged against the Defendants occurred in the County of
16 Yolo, California. At all times relevant hereto, the conduct at issue was part of a continuous and
17 ongoing pattern of behavior.

18 5. This Court is the proper forum to adjudicate this action because the wrongful acts
19 that are the subject of this action occurred here, the Defendant now resides in its jurisdictional
20 area, and injury to person occurred in its jurisdictional area.

21 **GENERAL ALLEGATIONS**

22 6. Mr. Hinojosa worked as a chef for Mamma Davis from March 15, 2024, to
23 September 28, 2024.

24 7. Mamma Davis is a restaurant located in Davis, California.

25 8. Mr. Hinojosa's job duties included preparing and cooking food, purchasing produce
26 from farmers markets, and placing orders to restock the restaurant. Mr. Hinojosa did not manage
27 or supervise any employees.

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1 9. The owner and partner of Mamma Davis, Michael Galyen ("Mr. Galyen"), often
2 managed the restaurant and oversaw daily operations.

3 10. In early March 2024, Mr. Hinojosa and Mr. Galyen entered hiring negotiations for
4 the chef position. Mr. Hinojosa requested a \$75,000 salary.

5 11. However, Mr. Galyen explained that due to the restaurant being in non-peak season,
6 he could only offer a starting salary of \$64,000, with guaranteed raises every 30 days during the
7 first 90 days of employment. By the end of this 90-day period, Mr. Hinojosa's salary would reach
8 \$74,000. Mr. Galyen emphasized that the raises would not be performance-based. Mr. Hinojosa
9 agreed to these terms and began working for Mamma Davis soon after.

10 12. Mr. Hinojosa worked four days a week for at least 10 hours per day. Mr. Hinojosa
11 worked over 10 hours in a workday approximately two times every two weeks. When the
12 restaurant was extremely busy on holidays, Mr. Hinojosa would work 12 hours or more in a single
13 workday.

14 13. Mamma Davis did not require Mr. Hinojosa to clock in and clock out of his shifts.

15 14. Mamma Davis classified Mr. Hinojosa as an exempt employee because Mamma
16 paid Mr. Hinojosa a salary. For this reason, Mamma Davis never provided Mr. Hinojosa overtime
17 pay or double-time pay.

18 15. Working alongside Mamma Davis Head Chef Nico Pastor ("Mr. Pastor"), Mr.
19 Hinojosa was not permitted to take meal or rest breaks due to Mamma Davis's small kitchen staff,
20 as it would have left Mr. Pastor to handle the entirety of the food preparation alone.

21 16. The lack of breaks frequently left Mr. Hinojosa exhausted and fatigued. Throughout
22 his employment, Mr. Hinojosa repeatedly complained to Mr. Galyen about not receiving any meal
23 or rest breaks. Mr. Hinojosa explained that this arrangement was not sustainable. Though Mr.
24 Galyen promised to adjust the schedule to accommodate breaks, Mr. Hinojosa never received a
25 meal period or rest break during his employment with Mamma Davis.

26 17. Mamma Davis never paid Mr. Hinojosa for any missed meal periods and rest
27 breaks.

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1 18. In April 2024, after 30 days of work, Mr. Hinojosa expected his first salary raise.
2 When the raise did not appear on his wage statement, Mr. Hinojosa raised the issue with Mr.
3 Galyen.

4 19. Mr. Galyen explained that Mamma Davis had not generated enough revenue to
5 provide the raise and assured Mr. Hinojosa that he would receive a salary raise when revenue
6 increased. Despite these promises, Mr. Hinojosa never received any raises during his employment.

7 20. On average, Mamma Davis paid Mr. Hinojosa \$2,092 biweekly. This amount was
8 significantly less than the \$64,000 salary Mr. Galyen agreed to when Mr. Hinojosa accepted the
9 job offer from Mamma Davis in March 2024.

10 21. In September 2024, Mr. Hinojosa witnessed Mr. Pastor berating another employee.
11 Fearing the situation would escalate into physical violence, Mr. Hinojosa asked Mr. Pastor to calm
12 down.

13 22. Mr. Pastor left the kitchen, went to the storage area, and began breaking and
14 throwing objects. Mr. Hinojosa reported the incident to Mr. Galyen, who was overseeing the
15 restaurant that day. Mr. Galyen's conversation with Mr. Pastor led to Mr. Pastor breaking down in
16 tears.

17 23. After the incident, Mr. Pastor became hostile toward Mr. Hinojosa, cutting off
18 communication and creating tension in the workplace. Before this, Mr. Hinojosa and Mr. Pastor
19 had shared a close working relationship.

20 24. Concerned about the growing hostility, Mr. Hinojosa reached out to both Mr.
21 Galyen and Mamma Davis General Manager Kris Souza ("Mr. Souza"), suggesting mediation with
22 Mr. Pastor. Although Mr. Galyen and Mr. Souza agreed to address the issue, nothing was done to
23 resolve the situation.

24 25. On or around September 28, 2024, Mamma Davis terminated Mr. Hinojosa.

25 26. That day, Mr. Galyen asked Mr. Hinojosa to call him before coming to work. When
26 they spoke, Mr. Galyen informed Mr. Hinojosa that Mamma Davis was terminating him because
27 he was no longer a good fit for the restaurant due to his conflict with Mr. Pastor.

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1 **FIRST CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 (Against All Defendants)

4 27. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
5 fully herein.

6 28. At all times relevant hereto, Plaintiff was employed by Mamma Davis.

7 29. Mamma Davis discharged Plaintiff on or about September 28, 2024.

8 30. Mr. Hinojosa's complaints about wage and hour violations were substantial
9 motivating reasons for Plaintiff's discharge.

10 31. As a result of Mamma Davis's conduct, Plaintiff has sustained, and continues to
11 sustain, damages, in the form of lost wages and other employment benefits, and emotional and
12 physical distress in an amount in excess of the minimum jurisdictional requirements of this court,
13 in an amount to be proven at trial.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

16 (Against All Defendants)

17 32. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
18 fully herein.

19 33. At all times relevant to this complaint, Plaintiff was employed by Mamma Davis.

20 34. By the course of conduct set forth above, Defendants violated Labor Code sections
21 510, 1194, and relevant IWC Wage Orders.

22 35. The Labor Code requires employers, such as Defendants, to pay overtime
23 compensation to all non-exempt employees.

24 36. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid
25 proper overtime compensation for all overtime hours worked.

26 37. Labor Code section 510 and the applicable Wage Orders require that an employer
27 compensate all work performed by an employee in excess of eight hours in one workday or in
28 excess of forty hours in any one workweek, and all work performed by an employee during the

1 first eight hours worked on the seventh day of work in any one workweek, at one and one-half
2 times the employee's regular rate of pay.

3 38. Labor Code section 510 and the applicable Wage Orders further require that an
4 employer compensate all work performed by an employee in excess of 12 hours in one workday,
5 and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's
6 regular rate of pay.

7 39. During the relevant time period, Plaintiff worked in excess of eight hours in a work
8 day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

9 40. Defendants knowingly and willfully failed to pay proper overtime wages earned and
10 due to for overtime hours worked.

11 41. As a result of Defendants' failure to pay wages earned and due, Defendants violated
12 the Labor Code.

13 42. As a direct and proximate result of Defendants' unlawful conduct, as set forth
14 herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on
15 behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

18 (Against All Defendants)

19 43. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
20 fully herein.

21 44. At all relevant times, Defendants were aware of and were under a duty to comply
22 with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

23 45. Labor Code section 512 prohibits an employer from employing an employee for a
24 work period of more than five hours per day without providing the employee with a meal period of
25 not less than 30 minutes, or for a work period of more than 10 hours per day without providing the
26 employee with a second meal period of not less than 30 minutes.

27 46. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided,
28 in relevant part that:

1 No employer shall employ any person for a work period of more than five (5) hours
2 without a meal period of not less than 30 minutes, except that when a work period
3 of not more than six (6) hours will complete the day's work the meal period may
4 be waived by mutual consent of the employer and employee. Unless the employee
5 is relieved of all duty during a 30 minute meal period, the meal period shall be
6 considered an "on duty" meal period and counted as time worked. An "on duty"
7 meal period shall be permitted only when the nature of the work prevents an
8 employee from being relieved of all duty and when by written agreement between
9 the parties an on-the-job paid meal period is agreed to. The written agreement shall
10 state that the employee may, in writing, revoke the agreement at any time. If an
11 employer fails to provide an employee a meal period in accordance with the
12 applicable provisions of this Order, the employer shall pay the employee one (1)
13 hour of pay at the employee's regular rate of compensation for each work day that
14 the meal period is not provided.

15 47. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided,
16 in relevant part that:

17 Every employer shall authorize and permit all employees to take rest periods, which
18 insofar as practicable shall be in the middle of each work period. The authorized
19 rest period time shall be based on the total hours worked daily at the rate of ten (10)
20 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
21 period need not be authorized for employees whose total daily work time is less
22 than three and one-half (3 ½) hours. Authorized rest period time shall be counted,
23 as hours worked, for which there shall be no deduction from wages. If an employer
24 fails to provide an employee a rest period in accordance with the applicable
25 provisions of this Order, the employer shall pay the employee one (1) hour of pay
26 at the employee's regular rate of compensation for each work day that the rest
27 period is not provided.

48. Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

49. Defendants knowingly failed to provide Plaintiff with meal periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.

50. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest period premiums as provided by law.

FOURTH CAUSE OF ACTION

Waiting Time Penalties (Lab. Code §§ 201-203)

(Against All Defendants)

51. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

52. Labor Code sections 201 and 202 require an employer to pay its employees all wages due immediately upon discharge or within 72 hours of resignation. This requirement applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

53. Defendants willfully failed to pay Plaintiff his earned and unpaid overtime wages for 30 days from the time such wages should have been paid under the Labor Code.

54. As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages upon separation from employment, Plaintiff has been harmed and Defendants are liable for statutory waiting time penalties pursuant to Labor Code section 203.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

3 (Against All Defendants)

4 55. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
5 fully herein.

6 56. Labor Code section 226, subdivision (a) requires employers to provide employees,
7 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects
8 certain itemized information including total number of hours worked.

9 57. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and
10 accurate wage statements that accurately reflected the total number of hours worked and wages
11 earned, as required by Labor Code section 226.

12 58. As a result of Defendants' failure to provide accurate itemized wage statements,
13 Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime
14 worked each pay period in a timely manner, which prevented him from asserting his rights under
15 California law.

16 59. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor
17 Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial
18 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
19 (\$4,000).

20 **SIXTH CAUSE OF ACTION**

21 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

22 (Against All Defendants)

23 60. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
24 fully herein.

25 61. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any
26 "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful
27 activity as follows:

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- 1 a. Violations of Labor Code sections 226.7 and 512 for failure to provide meal
- 2 periods and rest breaks;
- 3 b. Violations of Labor Code sections 510 and 1194 for failure to pay overtime
- 4 wages;
- 5 c. Violations of Labor Code section 226 for failure to provide accurate wage
- 6 statements;
- 7 d. Violations of Labor Code sections 201-203 for failure to pay accrued wages
- 8 upon separation of employment;
- 9 e. Violations of Labor Code section 1102.5 for terminating Plaintiff in
- 10 retaliation for his good faith complaints about Defendant's wage and hour
- 11 violations; and
- 12 f. Violations of IWC Wage Orders for the same conduct set forth herein.

13 62. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of
14 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of his job and future
15 wages.

16 63. As a result of its unlawful business practices, Defendants have damaged Plaintiff by
17 wrongfully denying his earned overtime wages, meal periods, rest breaks, and premium
18 compensation.

19 64. Plaintiff seeks restitution and disgorgement and other appropriate relief available
20 under Business and Professions Code section 17200, *et seq.*

21 **SEVENTH CAUSE OF ACTION**

22 **Retaliation for Reporting Wage and Hour Violations (Lab. Code § 1102.5)**

23 (Against All Defendants)

24 65. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
25 fully herein.

26 66. At all times mentioned herein, Defendants employed five or more persons, and
27 Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to
28 refrain from retaliating against any employee as a result of the employee's opposition to practices

1 forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or
2 federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

3 67. At all relevant times, Plaintiff was an employee of Defendant.

4 68. As set forth above, Plaintiff complained to Defendants and/or its agents that he was
5 unable to take his meal and rest breaks as required under California law.

6 69. Plaintiff had reasonable cause to believe that Defendants' failure to provide meal
7 and rest breaks was a violation of law.

8 70. Plaintiff's complaints regarding his inability to take meal and rest breaks was a
9 substantial factor in Defendants' decision to terminate Plaintiff's employment.

10 71. As a direct and proximate result of Defendants' unlawful conduct, as set forth
11 herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and
12 other employment benefits in an amount in excess of the minimum jurisdictional requirements of
13 this court, the exact amount of which will be proven at trial.

14 72. As a further legal result of the above-described conduct of Defendants, and each of
15 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
16 proof.

17 **EIGHTH CAUSE OF ACTION**

18 **Breach of Oral Contract**

19 (Against All Defendants)

20 73 Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
21 fully herein.

22 74 In or about March 2024, Mr. Hinojosa and Defendants entered into an oral contract
23 under which Mr. Hinojosa would be paid a starting salary of \$64,000, with guaranteed raises every
24 30 days during the first 90 days of employment. By the end of this 90-day period, Mr. Hinojosa's
25 salary would reach \$74,000.

26 75 Mr. Hinojosa performed all, or substantially, all of the covenants required of him
27 under the contract.

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76 Defendants breached the contract by failing to pay Mr. Hinajosa the contractually mandated pay, and by failing to provide the contractually mandated raises.

77 As a direct result of these breaches, Mr. Hinjosa has incurred damages in an amount to be proven at trial.

NINTH CAUSE OF ACTION

Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

(Against All Defendants)

73. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

74. Plaintiff is an aggrieved employee under PAGA because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

75. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor Code sections:

- a. Failure to provide prompt payment of wages to employees upon termination and resignation in violation of Labor Code sections 201-203;
- b. Failure to provide accurate itemized wage statements to employees in violation of Labor Code section 226;
- c. Failure to maintain accurate payroll records in violation of Labor Code sections 1174 and 1174.5;
- d. Failure to pay overtime wages in violation of applicable wage orders and Labor Code sections 510, 558, 1194, and 1198;
- e. Failure to provide meal breaks in violation of Labor Code section 512;
- f. Misclassification of employees as exempt in violation of Labor Code section 515; and

1 g. Failure to provide premium pay for missed meal and rest breaks in violation
2 of 226.7.

3 76. On October 17, 2024, Plaintiff provided the requisite written notice by certified
4 mail to the California Labor and Workforce Development Agency ("LWDA") and to Defendants,
5 informing them of the provisions of the Labor Code alleged to have been violated, including the
6 facts and theories to support the alleged violations. (Attached as **Exhibit A**). Plaintiff's PAGA
7 case number is No. LWDA-CM-1056846-24.

8 77. At the time of this filing, the Labor and Workforce Development Agency has not
9 indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.
10 If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action
11 to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
12 Code described in this Complaint. These penalties include, but are not limited to, penalties under
13 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

14 **PRAYER FOR RELIEF**

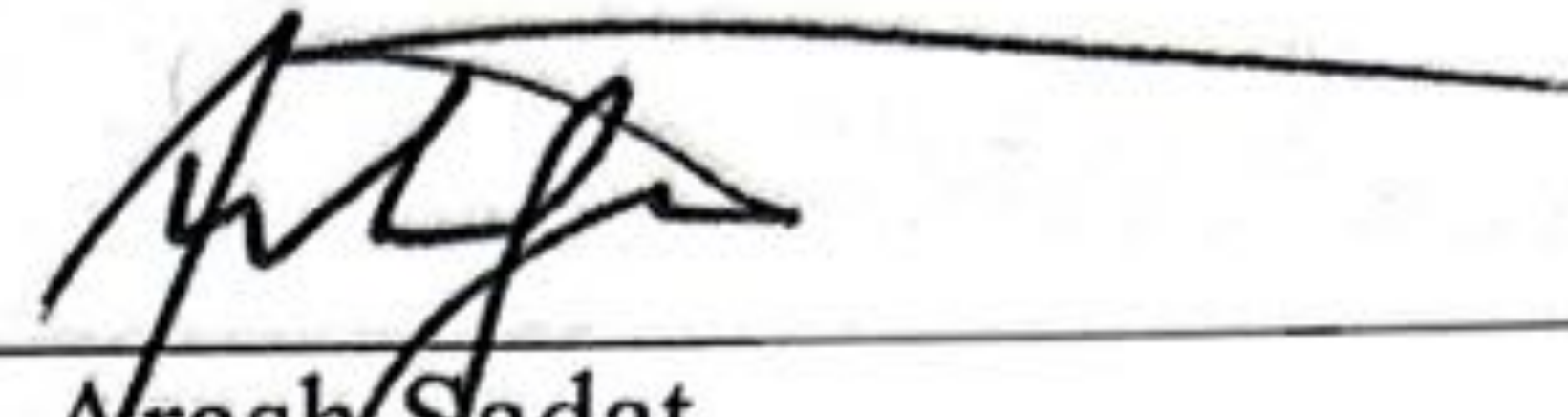
15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 16 A. For general damages, special damages, and non-economic damages according to
17 proof, but in an amount in excess of the jurisdictional limit of this Court;
- 18 B. For unpaid overtime wages, meal and rest period premiums, and other due wages;
- 19 C. For punitive damages in an amount appropriate to punish Defendants and deter others
20 from engaging in similar misconduct on appropriate legal causes of action;
- 21 D. For amounts provided for in in Labor Code sections 226 and 226.7;
- 22 E. For penalties available under applicable laws, including waiting time penalties;
- 23 F. For restitution and disgorgement under the UCL;
- 24 G. For an award of civil penalties under PAGA;
- 25 H. For prejudgment interest;
- 26 I. For costs of suit, including attorneys' fees and expert witness fees; and
- 27 J. For such other relief as the Court deems just and proper.
- 28

1 Dated: March 25, 2025

MILLS SADAT DOWLAT LLP

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3 By:


Arash Sadat

4 Attorneys for Plaintiff
5 Adam Hinojosa
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EXHIBIT A