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*Exempt From Filing Fees Pursuant  
To Government Code Section 6103*

6 Attorneys for Plaintiff and Real Party in Interest, CITY OF FRESNO  
7

8  
9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF FRESNO

11 UNLIMITED JURISDICTION

12 CITY OF FRESNO, a municipal corporation, )

Case No.: **26CECG00915**

13 Plaintiff and Real Party in )  
14 Interest, )

**COMPLAINT FOR VIOLATIONS OF  
CALIFORNIA LABOR CODE:**

15 vs. )

16 BIGGIE BURRITO TAQUERIA, a California )  
17 Corporation; CLAUDE LEON PATTERSON, )  
18 an individual; JOSEPH DANIEL BRISENO, an )

- 1. **Failure to Pay Minimum Wage  
Labor Code §§ 1194, 1197;**
- 2. **Failure to Timely Pay Wages  
Labor Code §§ 204, 207, 210**
- 3. **Failure to Pay Employees at  
Contracted Rate  
Labor Code §§ 2810.5(a)(1)(a)**
- 4. **Misclassification of Employees as  
Independent Contractors  
Labor Code 226.8, 2775**
- 5. **Failure to Pay Overtime  
Labor Code §§ 510, 1194, 1198;**
- 6. **Failure to Issue Checks with  
Sufficient Funds  
Labor Code § 203.1**
- 7. **Failure to Provide Meal Breaks  
Labor Code §§ 226.7, 510, 512, 1194,  
1197;**
- 8. **Failure to Provide Rest Breaks  
Labor Code §§ 226.7, 512;**
- 9. **Failure to Maintain Records  
Labor Code §§ 226, 1174;**
- 10. **Failure to Provide Adequate Wage  
Statement Labor Code §§ 226, 1174;**

19 Defendants. )  
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1 Sections 180 through 182, which gave the City Attorney authority to enforce provisions of the Labor  
2 Code civilly or criminally as a public prosecutor.

3 4. Labor Code Section 181 grants the City Attorney the independent ability to enforce  
4 and prosecute certain sections of the Labor Code covering various wage and hour violations,  
5 including, but not limited to, those complained of herein.

6 5. Pursuant to Labor Code Section 181, the City Attorney is to provide a 14-day notice  
7 of its intent to prosecute this action. Said notice was provided on or about December 17, 2025.

8 6. In response to the enactment of Labor Code Sections 180-182, the CITY created the  
9 Wage Protection Program within the Fresno City Attorney's Office, which opened in August 2024.

10 7. Beginning in February 2025, the CITY began receiving complaints from employees  
11 of DEFENDANTS ("WORKERS") alleging various wage and hour violations, including, but not  
12 limited to, not being paid for all hours worked, not being paid minimum wage, not being paid  
13 overtime, not receiving meal and/or rest breaks, having unauthorized deductions taken from pay, not  
14 being paid gratuities, and not receiving adequate wage statements.

15 8. The CITY investigated the WORKERS' claims and found, on information and belief,  
16 that there was evidence to support the allegations that DEFENDANTS violated provisions contained  
17 within the Labor Code. On information and belief, DEFENDANTS' conduct and violations have  
18 impacted at least twelve WORKERS in Fresno who have been subject to their unlawful policies and  
19 practices.

20 9. On information and belief, DEFENDANTS have unlawfully failed to pay minimum  
21 wage to their employees and/or independent contractors for all hours worked, failed to pay overtime,  
22 failed to pay gratuities, failed to provide meal and/or rest breaks, failed to provide wage statements,  
23 and withheld wages, among other violations of the Labor Code.

24 10. On further information and belief, DEFENDANTS have frustrated the WORKERS'  
25 attempts to pursue the compensation they are owed.

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1 herein, were proximately caused by the conduct of such DOE Defendants. CITY will seek leave of  
2 the court to amend this Complaint to allege the true names and capacities of such DOE Defendants  
3 when ascertained.

4 18. On information and belief, at all relevant times herein, DEFENDANTS were the joint  
5 employers of the WORKERS. CITY is informed and believes, and thereon alleges, that at all times  
6 material to this Complaint, DEFENDANTS were the affiliates, integrated enterprises, joint  
7 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,  
8 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. On information and  
9 belief, DEFENDANTS directly or indirectly, or through an agent or another person, employed or  
10 exercised control over the wages, hours, and/or working conditions of WORKERS. DEFENDANTS  
11 also engaged, suffered, or permitted WORKERS to work for them.

12 19. On information and belief, Defendants PATTERSON and BRISENO were the  
13 employer and/or individuals acting on behalf of an employer and are personally liable for wage and  
14 hour violations in accordance with the provisions of Labor Code Section 558.1.

15 **III. GENERAL ALLEGATIONS**

16 20. From January 2023 through July 2024, at least twelve affected workers worked for  
17 DEFENDANTS performing restaurant related work at 1600 E. Belmont Ave., Fresno, California  
18 93701 "BIGGIE BURRITO TAQUERIA".

19 21. DEFENDANT PATTERSON was the owner and registered BIGGIE BURRITO  
20 TAQUERIA with the Office of the Fresno County Clerk in February 2023.

21 22. DEFENDANT PATTERSON hired DEFENDANT BRISENO to manage the  
22 restaurant with an agreement that ownership of the restaurant would eventually be transferred to  
23 DEFENDANT BRISENO.

24 23. DEFENDANT BRISENO registered an LLC with the Office of the Fresno County  
25 Clerk which shared the address of BIGGIE BURRITO TAQUERIA (1600 E. Belmont Ave., Fresno,  
26 California 93701).

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1           24.     CITY is informed and believes that DEFENDANT BRISENO was entrusted with  
2 significant responsibility to hire, fire, and pay employees, and controlled the cash flow of BIGGIE  
3 BURRITO TAQUERIA.

4           25.     DEFENDANT PATTERSON shut down the business license for BIGGIE BURRITO  
5 TAQUERIA on June 27, 2024.

6           26.     CITY is informed, believes, and thereon alleges that DEFENDANTS failed to pay  
7 WORKERS on time. When WORKERS were paid, they were often paid in cash without itemized  
8 statements.

9           27.     CITY is informed, believes, and thereon alleges that DEFENDANTS failed to pay  
10 WORKERS minimum wage.

11          28.     On further information and belief, DEFENDANTS failed to pay WORKERS for their  
12 gratuities.

13          29.     CITY is informed, believes, and thereon alleges that DEFENDANTS issued  
14 paychecks to WORKERS which bounced due to insufficient funds.

15          30.     CITY is informed, believes, and thereon alleges that DEFENDANTS failed to pay  
16 WORKERS on a regular pay schedule or keep accurate and complete payroll records.

17          31.     The WORKERS often worked in excess of eight hours per day and/or forty hours per  
18 week but were not paid overtime. On some days, the WORKERS were allowed to take breaks, and  
19 other times they were not. Some WORKERS were not paid at all, and others were only paid partially  
20 for the work they performed. No WORKER was fully compensated for their wages. In some cases,  
21 WORKERS were charged for and had sums taken from their pay to reimburse for a company trip  
22 without authorization.

23          32.     Payments that were made were made haphazardly, in cash, and with no wage  
24 statements provided. WORKERS asked DEFENDANTS on several occasions for payment to no  
25 avail. As of the date of this Complaint, the WORKERS have not received full compensation for their  
26 wages.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Minimum Wage**

3 **[Labor Code §§ 1194, 1197]**

4 **As to All Defendants**

5 41. CITY incorporates by reference, paragraphs 1 through 40 above as though fully set  
6 forth herein.

7 42. Pursuant to Labor Code Sections 1194 and 1197, payment to an employee of less than  
8 the applicable minimum wage for all hours is unlawful. WORKERS must be paid at least the  
9 applicable minimum wage for all hours worked, which includes all the time the employee is suffered  
10 or permitted to work, whether or not required to do so, and all time the employee is subject to the  
11 employer's control.

12 43. On information and belief, DEFENDANTS, and each of them, were the employer of  
13 the WORKERS between February 2023 and July 2024.

14 44. On information and belief, for some or all hours worked by WORKERS,  
15 DEFENDANTS did not pay the minimum wage as required under applicable minimum wage  
16 requirements.

17 45. DEFENDANTS failed to pay WORKERS minimum wages for all hours worked by,  
18 among other things: requiring, permitting or suffering WORKERS to work off the clock; requiring,  
19 permitting or suffering WORKERS to work through meal and rest breaks; illegally and inaccurately  
20 recording and/or failing to record time in which WORKERS worked; failing to properly maintain  
21 WORKERS' records; failing to provide accurate itemized wage statements to WORKERS for each  
22 period; and other methods to be discovered.

23 46. By and through their actions, DEFENDANTS knowingly and intentionally failed to  
24 pay the applicable minimum wages for all hours worked by WORKERS.

25 47. DEFENDANTS' conduct as described herein violates Labor Code Sections 1194 and  
26 1197. The amount of wages owed to WORKERS exceeds this court's minimal jurisdictional limits.  
27 As a proximate result of the DEFENDANTS' violations of the Labor Code, the WORKERS have  
28 been damaged in an amount presently unknown but will be ascertained according to proof at trial.

1 According to Labor Code Sections 200, 203, 226, 558, 1194, 1997.1, and other applicable provisions  
2 under the Labor Code, WORKERS are entitled to recover the unpaid balance of wages owed to them  
3 by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

4 48. In addition to the unpaid wages, Labor Code Section 1197.1(a) provides for the  
5 imposition of civil penalties against an employer or other person acting as an officer or agent of the  
6 employer, for paying less than the applicable minimum wage for any hours worked by an employee.  
7 This section sets the amount that must be awarded for an intentional initial violation at \$100 for each  
8 underpaid employee for each pay period for which the employee was underpaid, in addition to an  
9 amount sufficient to recover underpaid wages, liquidated damages pursuant to Labor Code Section  
10 1194.2 and any applicable penalties pursuant to Labor Code Section 203; the amount that must be  
11 awarded for each subsequent violation, whether intentional or not, at \$250 for each underpaid  
12 employee for each pay period for which the employee was underpaid, in addition to an amount  
13 sufficient to recover underpaid wages, liquidated damages, and any applicable penalties.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Timely Pay Wages**

16 **[Labor Code §§ 204, 207, 210]**

17 **As to All Defendants**

18 49. CITY incorporates by reference, paragraphs 1 through 48 above as though fully set  
19 forth herein.

20 50. Pursuant to Labor Code Section 204, DEFENDANTS are required to pay employees  
21 at least twice a month for all wages earned during the preceding pay period. Labor Code Section 204  
22 mandates that labor performed between the 1st and 15th days, inclusive, of any calendar month shall  
23 be paid for between the 16th and 26th day of the month during which the labor was performed, and  
24 labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid for  
25 between the 1st and 10th day of the following month.

26 51. If DEFENDANTS use an alternate payday schedule, DEFENDANTS are required to  
27 pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

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1 558, 1194, 1997.1, and other applicable provisions under the Labor Code, WORKERS are entitled to  
2 recover the unpaid balance of wages owed to them as well as penalties, attorneys' fees, expenses, and  
3 cost of suit.

4 **FIFTH CAUSE OF ACTION**

5 **Failure to Pay Overtime**

6 **[Labor Code §§ 510, 1194, 1198]**

7 **As to All Defendants**

8 64. CITY incorporates by reference, paragraphs 1 through 63 above as though fully set  
9 forth herein.

10 65. Pursuant to Labor Code Sections 510, 1194 DEFENDANTS are required to  
11 compensate WORKERS for all overtime, which is calculated at one and one-half times the regular  
12 rate of pay for all hours worked in excess of eight hours per day and/or forty hours per week, and for  
13 the first eight hours on the seventh consecutive workday, with double time for all hours worked in  
14 excess of twelve hours in a workday and for all hours worked in excess of eight hours on the seventh  
15 consecutive day of work in any workweek.

16 66. WORKERS are former non-exempt employees entitled to the protections of Labor  
17 Code Sections 510 and 1194. From at least February 2023 through July 2024, DEFENDANTS failed  
18 to compensate WORKERS for all overtime hours worked as required under the foregoing provisions  
19 of the Labor Code by, among other things: failing to pay overtime at one and one-half or double the  
20 regular rate of pay as required; requiring, permitting or suffering WORKERS to work off the clock;  
21 requiring, permitting or suffering WORKERS to work through meal and rest breaks but not  
22 compensating them for this time and failing to include this time in their hours worked; illegally and  
23 inaccurately recording time which WORKERS worked; failing to properly maintain WORKERS'  
24 records; failing to provide accurate itemized wage statements to WORKERS for each pay period; and  
25 other methods to be discovered.

26 67. In violation of California law, DEFENDANTS have knowingly and willfully refused  
27 to perform their obligations to compensate WORKERS for all wages and earned and all hours worked.  
28 As a proximate result, WORKERS have suffered, and continue to suffer, substantial losses related to

1 the use and enjoyment of such wages, lost interest on such wages, and expenses in seeking to compel  
2 DEFENDANTS to fully perform their obligations under state law, all to their respective damages, in  
3 amounts presently unknown but will be ascertained according to proof at the time of trial, and within  
4 the jurisdiction of this Court.

5 68. DEFENDANTS' conduct described herein violates Labor Code Sections 510, 1194,  
6 and 1198. Therefore, pursuant to Labor Code Sections 200, 203, 226, 558, 1194, 1197.1, and other  
7 applicable provisions under the Labor Code, WORKERS are entitled to recover the unpaid balance  
8 of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and  
9 costs of suit.

10 69. Labor Code Section 558 provides for the imposition of a civil penalty as to "any  
11 employer or other person acting on behalf of an employer who violates, or causes to be violated," a  
12 provision of the Labor Code. Section 558 sets the amount that must be awarded for an initial violation  
13 at \$50 for each underpaid employee for each pay period for which the employee was underpaid in  
14 addition to an amount sufficient to recover underpaid wages, and the amount that must be awarded  
15 for each subsequent violation at \$100 for each underpaid employee for each pay period for which the  
16 employee was underpaid in addition to an amount sufficient to recover underpaid wages.

17 **SIXTH CAUSE OF ACTION**

18 **Failure to Issue Checks with Sufficient Funds**

19 **[Labor Code §§ 203.1]**

20 70. CITY incorporates by reference, paragraphs 1 through 69 above as though fully set  
21 forth herein.

22 71. Pursuant to Labor Code section 203.1, DEFENDANTS are prohibited from issuing  
23 checks for payment of wages unless there are sufficient funds or credit with the bank to ensure  
24 payment of the check at the time of issuance.

25 72. From at least February 2023 through July 2024, on multiple occasions WORKERS  
26 were issued checks which bounced due to insufficient funds, as part of DEFENDANTS' unlawful  
27 payroll policies and practices to deprive WORKERS of all wages earned and due.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Maintain Records**

3 **[Labor Code §§ 1174]**

4 86. CITY incorporates by reference, paragraphs 1 through 85 above as though fully set  
5 forth herein.

6 87. Pursuant to Labor Code Section 1174(d), DEFENDANTS are required to maintain  
7 payroll records for a minimum of three years and to include time records, total hours worked, wages  
8 paid, pay periods, meal and rest breaks, and applicable rates of pay.

9 88. From at least January 2023 through July 2024, DEFENDANTS have failed to  
10 maintain accurate and complete payroll records as required by Labor Code Section 1174(d), including  
11 but not limited to, complete time records showing when WORKERS began and ended each work  
12 period; accurate records of total hours worked each workday and workweek; records of meal and rest  
13 breaks taken or not taken; WORKERS' applicable rates of pay; and other violations not mentioned.

14 89. Pursuant to Labor Code Section 1174.5, any employer who fails to maintain records  
15 required under Section 1174 is subject to a civil penalty of two hundred fifty dollars (\$250) per  
16 employee for an initial violation and one thousand dollars (\$1,000) per employee for each subsequent  
17 violation.

18 90. By and through their actions, DEFENDANTS knowingly and intentionally failed to  
19 maintain the required payroll records, preventing WORKERS from having access to the full extent  
20 of unpaid wages, overtime, meal and rest break violations, and other Labor Code violations.

21 91. As a proximate result of the aforementioned violations, WORKERS have been  
22 damaged in an amount presently unknown but will be ascertained according to proof at trial, and seek  
23 all wages earned and due, interest, penalties, expenses, and costs of suit.

24 **TENTH CAUSE OF ACTION**

25 **Failure to Provide Adequate Wage Statement**

26 **[Labor Code §§ 226, 1174]**

27 92. CITY incorporates by reference, paragraphs 1 through 91 above as though fully set  
28 forth herein.

1           93. From at least January 2023 through July 2024, DEFENDANTS routinely failed to  
2 provide WORKERS with timely, accurate, and itemized wage statements in writing showing each  
3 employee’s gross wages earned, total hours worked, all deductions made, net wages earned, the name  
4 and address of the legal entity or entities employing WORKERS, and all applicable hourly rates in  
5 effect during each pay period and the corresponding number of hours worked at each hourly rate, in  
6 violation of Labor Code Sections 226 and 1174. DEFENDANTS knowingly and intentionally failed  
7 to provide WORKERS with timely, accurate, and itemized wage statements in accordance with Labor  
8 Code Section 226(a).

9           94. Labor Code Section 226(a) requires employers provide their employees, semi-  
10 monthly or at the time of payment of wages, an accurate, written itemized wage statement showing:  
11 (1) gross wages earned, (2) total hours worked, (3) all deductions, (4) net wages earned, (5) the  
12 inclusive dates of the period for which the employee is paid, (6) the name of the employee and the  
13 last four digits of the employee's social security number or some other employee identification  
14 number, (7) the name and address of the legal entity that is the employer, and (8) all applicable hourly  
15 rates in effect during the pay period, and the corresponding number of hours worked at each hourly  
16 rate.

17           95. Labor Code Section 226(e) provides that an employee suffering injury as a result of a  
18 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover  
19 the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100  
20 per employee for each violation in a subsequent pay period, not to exceed \$4,000 per employee.  
21 Subdivision (e) further provides that an employee is deemed to suffer an injury for purposes of this  
22 statute if the employer fails to provide a wage statement, or if the employer fails to provide accurate  
23 and complete information as required by one or more of the nine items specified in subdivision (a)  
24 and the employee cannot promptly and easily determine, from the provided wage statement alone,  
25 gross or net wages paid during the pay period, or total hours worked by the employee during the pay  
26 period, or the number of piece rate units earned and all applicable piece rates, or all hourly rates in  
27 effect during the pay period and the number of hours worked at each hourly rate.

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**THIRTEENTH CAUSE OF ACTION**

**Failure to Pay Gratuities Owed**

**[Labor Code §§ 351]**

109. CITY incorporates by reference, paragraphs 1 through 108 above as though fully set forth herein.

110. Labor Code Section 351 requires DEFENDANTS to pay all gratuities due and owing to former WORKERS without any deductions by the next regular payday.

111. DEFENDANTS willfully failed to pay gratuities due to WORKERS as required by Labor Code Section 351. As a result, DEFENDANTS are liable to WORKERS for said gratuities and penalties plus reasonable attorneys’ fees and costs of suit.

**FOURTEENTH CAUSE OF ACTION**

**Unfair Business Practices**

**Business and Professions Code §§ 17200 et seq**

112. CITY incorporates by reference, paragraphs 1 through 111 above as though fully set forth herein.

113. Each and every one of DEFENDANTS’ acts and omissions in violation of the Labor Code as alleged herein, including, but not limited to, DEFENDANTS’ failure and refusal to provide required meal periods, DEFENDANTS’ failure and refusal to provide required rest periods, DEFENDANTS’ failure and refusal to pay overtime compensation, DEFENDANTS’ failure and refusal to pay gratuities owed, DEFENDANTS’ failure and refusal to pay minimum wages/contracted rate wages, DEFENDANTS’ failure and refusal to timely pay all wages due, DEFENDANTS’ unauthorized deductions from wages, DEFENDANTS’ failure and refusal to furnish accurate itemized wage statements, and DEFENDANTS’ failure and refusal to maintain required records, constitutes unfair and unlawful business practices under Business and Professions Code Sections 17200 et seq.

114. DEFENDANTS’ violations of California wage and hour laws constitute a business practice because DEFENDANTS’ aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of WORKERS.



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4. Pursuant to Business and Professions Code section 17206, that each DEFENDANT be assessed a civil penalty in an amount up to \$2,500 for each violation of Business and Professions Code section 17200 et seq., as proven at trial;

5. Assessment of the maximum amount of penalties authorized under the applicable provisions of the Labor Code for the violations herein including, but not limited to Labor Code §§ 1197.1, 558, 210, 204, and 226.3;

6. Costs of suit incurred herein by CITY pursuant to Labor Code §181(c);

7. Attorneys' fees incurred herein by CITY pursuant to Labor Code §181(c);

8. Interest on the above sums at the legal rate; and

9. Such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

CITY hereby demands a trial by jury on all issues triable to a jury.

DATED: February 20, 2026

Respectfully submitted,

ANDREW JANZ  
City Attorney

By: Abigail Unruh  
ABIGAIL UNRUH  
Deputy City Attorney  
Attorneys for Plaintiff, CITY OF FRESNO