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County of Los Angeles

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

EDWIN ENRIQUEZ, individually and on behalf of other persons similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

THE JOHNNY ROCKETS GROUP, INC., an active Delaware Corporation; and DOES 1 through 10,

Defendants.

Case No.: 19STCV43986

Assigned to: Hon. Maren E. Nelson
Department: SS-17
Complaint Filed: December 9, 2019

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Provide Paid Rest Periods;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Accurate Wage Statements; and
6. Violation of Unfair Business Practices Act – Bus. & Prof. Code

§§ 17200, *et seq.*

7. Penalties Pursuant to Private
Attorneys General Act ("PAGA")

Plaintiff EDWIN ENRIQUEZ ("Plaintiff"), on behalf of himself and all others
similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant THE JOHNNY ROCKETS GROUP, INC. (referred here as "JOHNNY ROCKETS" or "Defendant") to pay employees minimum wages for all hours worked, to compensate for overtime work, to provide meal periods, to provide rest periods, to provide proper wage statements, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendant employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §1194, *et seq.*, Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants engaged in the business of owning, managing, servicing and otherwise running "Johnny Rockets" restaurants throughout California. Plaintiff was hired on April 1, 2014 and was terminated around June of 2019. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was working at the Johnny Rockets restaurant located at 1322 3rd Street Promenade, Santa Monica, California 90401 and at the Johnny Rockets restaurant located at Beverly Connection, 100 N La Cienega Blvd., Suite C123, Los Angeles, CA 90048.
4. At the time of his termination, Plaintiff was not paid all his wages.
5. Plaintiff was also deprived of lawful meal and rest periods, and failed to receive accurate itemized wage statements.

- 1 6. Defendant had a consistent policy of requiring its employees, including
2 Plaintiff, to work through meal periods or work without a meal period for at
3 least five (5) hours of a shift and failing to pay such employee one (1) hour of
4 pay at the employees' regular rate of compensation for each workday that the
5 meal period was not provided or as required by California state wage and hour
6 laws.
- 7 7. Defendant had a consistent policy of failing to allow its employees, including
8 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
9 fraction, worked, and failing to pay such employees one (1) hour of pay at their
10 regular rate of compensation for each workday that the rest period is not
11 provided, or other compensation, as required by California state and wage and
12 hour laws.
- 13 8. Defendant knowingly provided inaccurate wage statements to its
14 employees, including Plaintiff, that did not correctly include the number of
15 hours worked, including overtime hours, or compensation for meal periods not
16 provided and rest period not authorized or permitted as required by California
17 state wage and hour laws. The wage statement also failed to include the
18 address of the legal entity that is the employer.
- 19 9. Defendant had a consistent policy of failing to pay its employees, including
20 Plaintiff, all wages due at the termination or separation, in violation of
21 California state wage and hour laws.
- 22 10. Plaintiff, on behalf of himself and all Class Members, brings this action
23 pursuant to Lab. Code §§ 201, 202, 203, 204, 226 (a) (b), 226.7, 510, 512, 1194 and
24 1194.2, seeking unpaid wages, penalties, equitable relief, and reasonable
25 attorneys' fees and costs.
- 26 11. Plaintiff, on behalf of himself and the putative class members, also brings
27
28

1 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
2 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
3 result of Labor Code and applicable Wage Order violations.

4 12. Plaintiff, on behalf of the State of California, himself, and other similarly
5 aggrieved employees, also brings this action pursuant to California Private
6 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
7 wages and other compensation, penalties, and reasonable attorneys' fees and
8 costs.

9 II.

10 JURISDICTION AND VENUE

11 13. Venue as to each defendant is proper in this judicial district, pursuant to Code
12 of Civil Procedure § 395. Defendants operated the Johnny Rockets restaurants
13 where Plaintiff and other putative class members worked and which were
14 located in the County of Los Angeles.

15 14. The California Superior Court has jurisdiction in this matter, because Plaintiff is
16 a resident of California and JOHNNY ROCKETS regularly conducts business in
17 California.

18 III.

19 THE PARTIES

20 15. Plaintiff EDWIN ENRIQUEZ is a resident of the State of California and a
21 resident of the County of Los Angeles, and was employed by Defendant from
22 on or about April 1, 2014 through around June 2019.

23 16. Defendant THE JOHNNY ROCKETS GROUP, INC. was an active Delaware
24 Corporation at all times during the claims of Plaintiff and the putative class and
25 was doing business in California.

26 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of
27 participation in the conduct herein alleged, of the defendants sued herein as
28 Does 1 through 10, but she is informed and believes and thereon alleges that

1 said defendants are legally responsible for the wrongful conduct alleged herein
2 and therefore sues these defendants by such fictitious names under Code of
3 Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to
4 allege their true names and capacities when ascertained.

5 18. Plaintiff is informed and believes and thereon alleges that each defendant acted
6 in all respects pertinent to this action as the agent of the other defendants,
7 carried out a joint scheme, business plan or policy in all respects pertinent
8 hereto, and the acts of each defendant are legally attributable to the other
9 defendants.

10 IV.

11 GENERAL ALLEGATIONS

12 19. At all times relevant here and as set forth in the following paragraphs of this
13 First Amended Complaint, Defendant employed more than 100 people; and
14 Plaintiff and each member of the putative class was employed by Defendant,
15 and each of them, in the State of California.

16 20. The employees of Defendant have not been paid wages for all hours worked,
17 including overtime hours worked, have not been provided uninterrupted
18 thirty-minute periods for work periods of at least five (5) hours, and have not
19 been permitted to take ten-minutes (10) rest periods for work periods of four (4)
20 hours or major fractions, pursuant to the Labor Code, and applicable Wage
21 Orders.

22 21. Defendant failed to pay Plaintiff and the members of his putative class upon
23 discharge the wages earned and unpaid at the time of.

24 22. Defendant failed to provide Plaintiff and the putative members of his class, at
25 the time of each payment of wages, an accurate itemized statement in writing,
26 showing the gross wages earned, the total hours worked, including overtime
27 wages as applicable and any premium wages owed. Defendant also failed to
28 include the address of the legal entity that is the employer.

1 23. Plaintiff asserts claims for relief on behalf of himself and other similarly
2 situated persons as a class action pursuant to Code of Civil Procedure § 382.
3 Plaintiff and all members of his putative class are described below with
4 specificity and fall in several categories of subclasses whose rights have been
5 violated under the law. Defendant has made no effort as of the filing of the First
6 Amended Complaint to correct or remedy the violations of law specified here.

7 **V.**

8 **CLASS ACTION ALLEGATIONS**

9 24. Plaintiff brings this action on behalf of himself and all other employees of
10 JOHNNY ROCKETS who are similarly-situated persons as a class action
11 pursuant to California Code of Civil Procedure § 382. There is a well-defined
12 common interest by and among Plaintiff and his putative class members, and it
13 is impractical to bring all those individuals before the court under a separate,
14 different and repetitive actions. Plaintiff also reserves the right to amend or
15 modify the class descriptions set forth below in greater specificity or clarity if
16 required in the future in accordance with Rule 3.765 (b), California Rules of
17 Court. The class which Plaintiff seeks to represent is composed of and defined
18 as follows:

19 “Plaintiff Class” – All of Defendant’s current and former non-exempt
20 employees in California, during the four years before the filing of the
21 Complaint through the time of trial.

22 25. Plaintiff seeks to certify the following subclasses of employees:

- 23 a) “Unpaid Wage Subclass” – All members of Plaintiff Class who were
24 not paid their minimum/actual wages, including overtime wages for
25 hours worked in excess of eight hours per day, and/or forty hours per
26 week, at the one and a half rate or at a double time rate as applicable.
27 b) “Meal Period Subclass” – All members of Plaintiff Class who worked
28 each period exceeding five (5) hours without an uninterrupted, off

1 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
2 hours without a second uninterrupted, off duty, thirty (30) minute
3 meal period; and, two, were not provided compensation of one hour's
4 pay at the employee's regular rate for each day that a meal period was
5 not provided.

6 c) "Rest Period Subclass" – All members of Plaintiff Class who worked
7 periods of four (4) hours or major fraction thereof without a duty free
8 rest period of at least 10-minutes and who were not compensated one
9 hour's pay at the employee's regular rate for each day that a rest period
10 was not permitted.

11 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
12 Defendant failed to pay all wages due to them upon termination or
13 resignation under Labor Code §§ 201-203.

14 e) "Wage Statement Subclass" – All members of Plaintiff Class to whom
15 Defendant improperly failed to provide accurate itemized wage
16 statements under Labor Code §§ 226(a) (b).

17 f) "UCL Subclass" – All members of the Unpaid Wage, Meal Period, Rest
18 Period, Waiting Time, and Wage Statement Subclasses who were
19 subject to unlawful, illegal, unfair and/or deceptive business acts and
20 practices by Defendant and are entitled to disgorgement and
21 restitution of unpaid wages.

22 26. There is a well-defined community of interest among many persons who
23 comprise a readily ascertainable class:

24 a) Numerosity - The potential members of the Class and Subclasses as
25 defined here are so numerous that the individual joinder of all of them as
26 named plaintiffs is impracticable. The number of members of the Class
27 and Subclasses is unknown to Plaintiff. It is however estimated that the
28

1 members are more than 100 individuals, and their identities may readily
2 be ascertained from Defendant's records.

- 3 b) Typicality – The claims of Plaintiff are typical of the claims of all
4 members of the Class and Subclasses, who sustained similar damages
5 arising out of Defendant's common course of conduct in violation of law
6 as alleged.
- 7 c) Ascertainable Class – The proposed Class and Subclasses are
8 ascertainable as the members can readily be identified and located based
9 on the Defendant's payroll and personnel records.
- 10 d) Adequacy – Plaintiff is an adequate representative of the Class and
11 Subclasses: Plaintiff will fairly protect the interests of the members, she
12 has no interest adverse to the members, and she will vigorously pursue
13 this lawsuit on behalf of all the members of the Class and Subclasses.
14 Plaintiff's attorneys are competent, skilled and experienced in litigating
15 large employment law class actions.
- 16 e) Superiority - Class action treatment will allow a large number of
17 similarly situated persons to prosecute their common claims in a single
18 forum simultaneously, efficiently, and without the unnecessary
19 duplication of effort and expense that numerous individual actions
20 would require. Further, the monetary amounts due to many individual
21 members of the Class and Subclasses are likely to be relatively small, and
22 the burden and expense of individual litigation would make it difficult
23 or impossible for the members to seek and obtain relief. A class action
24 will serve an important public interest by permitting employees harmed
25 by Defendant's unlawful practices to effectively pursue recovery of the
26 sums owed to them.
- 27 f) Common Questions of Law and Fact – There are common questions of
28 law and fact as to the members of the Class and Subclasses which are

1 superior to questions affecting only individual members of the Class and
2 Subclasses. The common questions of law and fact may be summarized
3 as follows and if necessary will be refined with the progress of formal
4 discovery in the case:

- 5 g) Whether Defendant violated California law, including the applicable
6 wage orders by failing to properly compensate Plaintiff Class members
7 for all hours worked?
- 8 h) Whether Defendant failed to pay minimum and overtime wages as
9 required by the State of California for all hours worked?
- 10 i) Whether Defendant failed to provide members of Plaintiff Class who
11 ceased employment with Defendant all wages owed at the time of the
12 cessation of the employee-employer relationship?
- 13 j) Whether Plaintiff Class is entitled to unpaid wages including overtime
14 wages as applicable, premium wages, and waiting time penalties?
- 15 k) Whether Defendant violated California law and applicable Wage Orders
16 by failing to provide Plaintiff Class members with paid ten-minute (10)
17 rest periods for each four hours worked?
- 18 l) Whether the remedy for an employer's failure to provide rest breaks as
19 required by law is a premium wage for hardship of missing a lawful rest
20 break?
- 21 m) Whether Defendant violated California law and applicable Wage Orders
22 by failing to provide Plaintiff Class members with thirty minute (30)
23 meal period for more than five hours of work?
- 24 n) Whether Defendant violated IWC Wage orders by failing to provide
25 members of Plaintiff Class with a second meal period?
- 26 o) Whether the remedy for an employer's failure to provide meal period as
27 required by law is a premium wage for hardship of missing a lawful
28 meal period?

- 1 p) Whether Plaintiff Class is entitled to waiting time penalties under Labor
2 Code § 203?
- 3 q) Whether Defendant violated California law by its failure to provide
4 Plaintiff Class with accurate, itemized, and legally compliant wage
5 statements?
- 6 r) Whether Defendant violated Business and Professions Code §§ 17200 et.
7 seq., Labor Code §§ 201, 202, 203, 204, 226, 227.3, 510, 512, 1194, 1194.2,
8 and applicable Wage Orders which constitutes violations of the public
9 policy?
- 10 s) Whether Plaintiff Class is entitled to an equitable relief in accordance
11 with Business and Professions Code §§ 17200 et. seq.
- 12 u) Whether Defendant's affirmative defenses, if any, raise common issues
13 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
14 particular?

15 **VI.**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES**

18 **(Labor Code §§ 510, 1194, 1194.2)**

19 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

- 20 27. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
21 as if fully alleged herein.
- 22 28. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
23 were employees of Defendant covered by Labor Code §§ 510, 1194, 1194.2 and
24 applicable Wage Orders, and they were entitled to receive minimum and
25 overtime wages for all hours worked and liquidated damages equal to
26 unlawfully unpaid minimum wages with interest.
- 27 29. Defendant has violated California law and the specified provisions of the Labor
28 Code and applicable Wage Orders by its failure to pay all wages due in
accordance, including minimum wages and overtime pay. As a result of

1 Defendant's unlawful conduct, Plaintiff and other members of the Subclass
2 have suffered damages as articulated in the Prayer for Relief, set forth below,
3 and fully incorporated here as applicable.

4 **VII.**

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL PERIOD OR**
7 **COMPENSATION IN LIEU THEREOF**
8 **(Labor Code §§ 226.7, 512)**

9 **(By Plaintiff and Meal Period Subclass against Defendants)**

10 30. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
11 as if fully alleged herein.

12 31. By its failure to provide thirty (30) minute uninterrupted meal period as well as
13 second meal period, if applicable, to Plaintiff and members of Meal Period
14 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,
15 512 and applicable Wage Orders.

16 32. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
17 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
18 below, and fully incorporated here as applicable.

19 **VIII.**

20 **THIRD CAUSE OF ACTION**
21 **FAILURE TO PROVIDE REST PERIODS OR**
22 **COMPENSATION IN LIEU THEREOF**
23 **(Labor Code § 226.7)**

24 **(By Plaintiff and Rest Period Subclass against Defendants)**

25 33. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
26 as if fully alleged herein.

27 34. By its failure to provide ten-minute (10) rest periods for every four (4) hours of
28 work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.

35. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

IX.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203)

(By Plaintiff and Waiting Time Subclass against Defendants)

36. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint as if fully alleged herein.

37. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.

38. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226(a) (b))

(By Plaintiff and Wage Statement Subclass against Defendants)

39. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint as if fully alleged herein.

40. By its failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendant willfully violated the provisions of Labor Code §§ 226 (a) (b) and applicable Wage Orders.

1 41. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
2 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
3 below, and fully incorporated here as applicable.

4 **XI.**

5 **SIXTH CAUSE OF ACTION**
6 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
7 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
8 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)**

9 42. Plaintiff incorporates paragraphs 1 through 41 of this First Amended Complaint
10 as if fully alleged herein.

11 43. The alleged unlawful conduct of Defendant constitutes unfair competition
12 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
13 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
14 the time period starting four (4) years before the filing of the Complaint.

15 44. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
16 suffered injury in fact and lost money or property. Plaintiff and said members
17 have been deprived of their rights as set forth in this First Amended Complaint,
18 including, but not limited to, payment of minimum, overtime, and/or actual
19 wages for all hours worked.

20 45. Pursuant to Business and Professions Code §17203, Plaintiff and other members
21 of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to
22 them under the Labor Code, and interest thereon, in which they had a property
23 interest, which Defendant failed to pay to them but withheld and retained for
24 themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and
25 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
26 by its failure to comply with the Labor Code provisions.

27 46. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
28 reasonable attorney's fees in connection with their unfair competition claims
pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine

and/or the common fund doctrine.

47. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting Defendant from committing the Labor Code and applicable Wage Order violations set forth in this First Amended Complaint, and Plaintiff and the members of Plaintiff Class and Subclasses have suffered further damages as articulated in the Prayer for Relief, set forth below, also incorporated here fully as applicable.

XII.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT (LABOR CODE § 2699 *et seq.*)

(By Plaintiff and Aggrieved Employees Against Each Defendant)

48. Plaintiff incorporates paragraphs 1 through 47 of this First Amended Complaint as if fully alleged herein.

49. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"), private parties may recover civil penalties for violations of the California Labor Code. PAGA penalties are in addition to any other relief available under the Labor Code.

50. As set forth above, Defendants violated the California Labor Code by consistently failing to employ Plaintiff and other similarly situated employees in compliance with California law.

51. Plaintiff provided written notice by certified mail to Defendants on December 9, 2019, and electronic notice thereafter to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted

1 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
2 claim was assigned case number LWDA-CM-773887-20 by the LWDA.

3 52. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
4 recover the maximum civil penalties permitted by law from Defendant for the
5 violations of Labor Code alleged in this First Amended Complaint.

6 53. Plaintiff and all other aggrieved employees are also entitled to recover their
7 attorneys' fees and costs under Labor Code § 2699.

8 **XIII.**

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
11 prays for relief and judgment against Defendant as follows:

12 A. An order certifying that Plaintiff may pursue his claims as a class action
13 under Section 382 of the Code of Civil Procedure; and it is further requested that
14 Plaintiff Class and each Plaintiff Subclass be certified;

15 B. An order appointing Plaintiff as Class representative;

16 C. An order appointing Plaintiff's counsel as Class counsel;

17 D. Damages for unpaid minimum and overtime wages under Labor Code §
18 1194;

19 E. Liquidated damages under Labor Code § 1194.2;

20 F. Disgorgement of Defendant's wrongfully obtained profits and restitution
21 of unpaid wages under Business and Professions Code §§ 17203, 17204;

22 G. Civil penalties under Labor Code § 226(e);

23 H. Damages for unpaid wages under Labor Code §§ 201 or 202;

24 I. Damages for unpaid penalty wages under Labor Code § 203;

25 J. Reasonable attorney's fees pursuant to statute, including, but not limited
26 to, Labor Code § 1194 and Code of Civ. Proc. § 1021.5;

27 K. Enjoinment of Defendant from further acts of unfair competition and
28 continuous violations of the Labor Code and applicable Wage Orders;

1 L. Civil penalties under Labor Code Section 2699 (75% payable to the
2 LWDA and 25% payable to aggrieved employees); and

3 M. Such other relief, including prejudgment interest and costs.
4

5 DATED: August 17, 2020

MOORADIAN LAW, APC

6
7 By: 

8 Zorik Mooradian,

9 Haik Hacopian,

Nanor C. Kamberian,

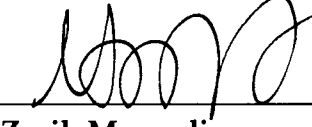
10 Attorneys for Plaintiff and the putative class
11

12 **DEMAND FOR A JURY TRIAL**

13 Plaintiff EDWIN ENRIQUEZ hereby demands a jury trial in the above case.
14

15 DATED: August 17, 2020

MOORADIAN LAW, APC

16
17 By: 

18 Zorik Mooradian,

19 Haik Hacopian,

Nanor C. Kamberian,

20 Attorneys for Plaintiff and the putative class
21
22
23
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27
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1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite
4 210, Calabasas, CA 91302.

5 On August 17, 2020, I served on the parties of record in this action the foregoing
6 document(s) described as:

7 **FIRST AMENDED COMPLAINT**

8 on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

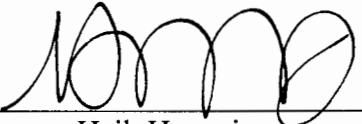
9 Lonnie D. Giamela, Esq.
10 lgiamela@fisherphillips.com
11 FISHER & PHILLIPS LLP
12 444 South Flower Street, Suite 1500
13 Los Angeles, CA 90071

14 Attorneys for Defendant The Johnny
15 Rockets Group, Inc.

16 ☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the
17 parties to accept service by electronic transmission, I caused the document(s) to be sent to
18 the above persons listed at their electronic notification addresses by uploading the
19 document(s) to the CASEANYWHERE service.

20 ☒ **STATE** – I declare under penalty of perjury under the laws of the “State of
21 California that the above is true and correct.

22 Executed on August 17, 2020 at Calabasas, California.

23 
24 _____
25 Haik Hacobian
26
27
28