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9 Attorneys for: Plaintiff MARIA JUAREGUI, individually and on behalf of other
10 persons similarly situated and similarly aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

13 MARIA JUAREGUI, individually and on
14 behalf of other persons similarly situated and
15 similarly aggrieved employees,

16 Plaintiffs,

17 v.

18 FM RESTAURANTS HQ, LLC, an active
19 Delaware Corporation; and DOES 1 through
20 10,

21 Defendants.

Case No.: 30-2020-01141049-CU-OE-CXC

Assigned to: Hon. William D. Cluster
Department: CX-104
Complaint Filed: May 21, 2020

**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 Pay Split Shift Differential;
5. Failure to Timely Pay Wages at Termination/Separation;
6. Failure to Provide Accurate Wage Statements; and
7. Violation of Unfair Business

Practices Act – Bus. & Prof. Code
§§ 17200, *et seq.*, and
8. Penalties Pursuant to Private
Attorneys General Act (“PAGA”)

Plaintiff MARIA JUAREGUI (“Plaintiff”), on behalf of herself and all others similarly situated and similarly aggrieved employees, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant FM RESTAURANTS HQ, LLC (referred here as “FM” 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 pay split shift differentials to employees, 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. Defendant is engaged in the business of restaurant ownership and operation. Plaintiff was hired on or about December 31, 2015 and was employed by Defendant until her separation on or about May 31, 2019. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was working at an “El Torito Grill” branded eatery, owned and operated by FM, located at 555 Pointe Drive in Brea, California.
4. At the time of her separation, Plaintiff was not timely paid all her wages.
5. Plaintiff was not paid wages for all hours worked including hours considered off-the-clock as applicable.

- 1 6. Plaintiff was also deprived of lawful meal and rest periods, and failed to receive
2 accurate itemized wage statements.
- 3 7. Plaintiff was not paid a split shift differential, or one hour's pay at the
4 minimum wage, on days she worked two shifts separated by non-paid non-
5 working periods established by Defendant, other than bona fide rest of meal
6 periods.
- 7 8. Defendant had a consistent policy of requiring its employees, including
8 Plaintiff, to work through meal periods or work without a meal period for at
9 least five (5) hours of a shift and failing to pay such employee one (1) hour of
10 pay at the employees' regular rate of compensation for each workday that the
11 meal period was not provided or as required by California state wage and hour
12 laws.
- 13 9. Defendant had a consistent policy of failing to allow its employees, including
14 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
15 fraction, worked, and failing to pay such employees one (1) hour of pay at their
16 regular rate of compensation for each workday that the rest period is not
17 provided, or other compensation, as required by California state and wage and
18 hour laws.
- 19 10. Defendant had a consistent policy of failing to pay split shift differentials, or
20 one hour's pay at the minimum wage, on days employees worked two shifts
21 which were separated by non-paid non-working periods established by
22 Defendant, other than bona fide rest of meal periods.
- 23 11. Defendant knowingly provided inaccurate wage statements to its
24 employees, including Plaintiff, that did not correctly include the number of
25 hours worked, including overtime hours, or compensation for meal periods not
26 provided and rest period not authorized or permitted as required by California
27 state wage and hour laws.
28

- 1 12. Defendant had a consistent policy of failing to pay its employees, including
2 Plaintiff, all wages due at the termination or separation, in violation of
3 California state wage and hour laws.
- 4 13. Plaintiff, on behalf of herself and all Class Members, brings this action
5 pursuant to Lab. Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2,
6 and the applicable Industrial Welfare Commission Wage Order seeking unpaid
7 wages, penalties, equitable relief, and reasonable attorneys' fees and costs.
- 8 14. Plaintiff, on behalf of herself and the putative class members, also brings
9 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
10 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
11 result of Labor Code and applicable Wage Order violations.
- 12 15. Plaintiff, on behalf of the State of California, herself, and other similarly
13 aggrieved employees, also brings this action pursuant to California Private
14 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
15 wages and other compensation, penalties, and reasonable attorneys' fees and
16 costs.

17 II.

18 JURISDICTION AND VENUE

- 19
- 20 16. Venue as to each defendant is proper in this judicial district, pursuant to Code
21 of Civil Procedure § 395. The County of Orange is the proper venue, because
22 work for Defendant was performed by Plaintiff and other class members in the
23 County of Orange and the legal obligations owed by Defendant to Plaintiff and
24 other class members were breached in the County of Orange.
- 25 17. The California Superior Court has jurisdiction in this matter, because Plaintiff is
26 a resident of California, FM is qualified to do business in California, and
27 regularly conducts business in California.
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III.

THE PARTIES

18. Plaintiff MARIA JUAREGUI is a resident of the County of Orange, State of California, and was employed by Defendant in Orange County from on or about December 31, 2015 through on or about May 31, 2019.

19. Defendant FM RESTAURANTS HQ, LLC was an active Delaware corporation company at all times during the claims of Plaintiff and the putative class and was doing business in California.

20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the defendants sued herein as Does 1 through 10, but he is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.

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

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IV.

GENERAL ALLEGATIONS

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

23. The employees of Defendant have not been paid wages for all hours worked, including overtime hours worked, have not been provided uninterrupted

thirty-minute periods for work periods of at least five (5) hours, and have not been permitted to take ten-minutes (10) rest periods for work periods of four (4) hours or major fractions thereof, pursuant to the Labor Code, and applicable Wage Orders.

24. Defendant failed to pay Plaintiff, and members of her putative class, split shift differential pay, on days that two shifts were separated by non-paid non-working periods established by Defendant, other than bona fide rest of meal periods

25. Defendant failed to pay Plaintiff and the members of her putative class upon discharge the wages earned and unpaid at the time of discharge.

26. Defendant failed to provide Plaintiff and the putative members of his her class, at the time of each payment of wages, an accurate itemized statement in writing, showing the gross wages earned, the total hours worked, including overtime wages as applicable and any premium wages owed.

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

V.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action on behalf of herself and all other employees of FM who worked for FM in California who are similarly-situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and her putative class members, and it is impractical to bring all those individuals before the court

1 under a separate, different and repetitive actions. Plaintiff also reserves the
2 right to amend or modify the class descriptions set forth below in grater
3 specificity or clarity if required in the future in accordance with California
4 Rules of Court, rule 3.765(b). The class which Plaintiff seeks to represent is
5 composed of and defined as follows:

6 "Plaintiff Class" – All of Defendant's current and former non-exempt
7 employees in California who worked for FM, during the four years
8 before the filing of the Complaint through the time of trial.

9 29. Plaintiff seeks to certify the following subclasses of employees:

- 10 a) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
11 not paid their minimum/actual wages, including overtime wages for
12 hours worked in excess of eight hours per day, and/or forty hours per
13 week, at the one and a half rate or at a double time rate as applicable.
- 14 b) "Meal Period Subclass" – All members of Plaintiff Class who worked
15 each period exceeding five (5) hours without an uninterrupted, off
16 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
17 hours without a second uninterrupted, off duty, thirty (30) minute
18 meal period; and, two, were not provided compensation of one hour's
19 pay at the employee's regular rate for each day that a meal period was
20 not provided.
- 21 c) "Rest Period Subclass" – All members of Plaintiff Class who worked
22 periods of four (4) hours or major fraction thereof without a duty free
23 rest period of at least 10-minutes and who were not compensated one
24 hour's pay at the employee's regular rate for each day that a rest period
25 was not permitted.
- 26 d) "Split Shift Pay Subclass" – All members of Plaintiff Class who were
27 not paid split shift differential pay, or one hour's pay at the minimum
28 wage, on days they worked two shifts separated by non-paid non-

working periods established by Defendant, other than bona fide rest of meal periods.

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

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

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

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

a) Numerosity - The potential members of the Class and Subclasses as defined here are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. The number of members of the Class and Subclasses is unknown to Plaintiff. It is however estimated that the members are more than 100 individuals, and their identities may readily be ascertained from Defendant's records.

b) Typicality – The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses, who sustained similar damages arising out of Defendant's common course of conduct in violation of law as alleged.

c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the members can readily be identified and located based on the Defendant's payroll and personnel records.

- 1 d) Adequacy – Plaintiff is an adequate representative of the Class and
2 Subclasses: Plaintiff will fairly protect the interests of the members, he
3 has no interest adverse to the members, and he will vigorously pursue
4 this lawsuit on behalf of all the members of the Class and Subclasses.
5 Plaintiff’s attorneys are competent, skilled and experienced in litigating
6 large employment law class actions.
- 7 e) Superiority - Class action treatment will allow a large number of
8 similarly situated persons to prosecute their common claims in a single
9 forum simultaneously, efficiently, and without the unnecessary
10 duplication of effort and expense that numerous individual actions
11 would require. Further, the monetary amounts due to many individual
12 members of the Class and Subclasses are likely to be relatively small, and
13 the burden and expense of individual litigation would make it difficult
14 or impossible for the members to seek and obtain relief. A class action
15 will serve an important public interest by permitting employees harmed
16 by Defendant’s unlawful practices to effectively pursue recovery of the
17 sums owed to them.
- 18 f) Common Questions of Law and Fact – There are common questions of
19 law and fact as to the members of the Class and Subclasses which are
20 superior to questions affecting only individual members of the Class and
21 Subclasses. The common questions of law and fact may be summarized
22 as follows and if necessary will be refined with the progress of formal
23 discovery in the case:
- 24 g) Whether Defendant violated California law, including the applicable
25 wage orders by failing to properly compensate Plaintiff Class members
26 for all hours worked?
- 27 h) Whether Defendant failed to pay minimum and overtime wages as
28 required by the State of California for all hours worked?

- 1 i) Whether Defendant failed to provide members of Plaintiff Class who
2 ceased employment with Defendant all wages owed at the time of the
3 cessation of the employee-employer relationship?
- 4 j) Whether Plaintiff Class is entitled to unpaid wages including overtime
5 wages as applicable, premium wages, and waiting time penalties?
- 6 k) Whether Defendant violated California law and applicable Wage Orders
7 by failing to provide Plaintiff Class members with paid ten-minute (10)
8 rest periods for each four hours worked?
- 9 l) Whether the remedy for an employer's failure to provide rest breaks as
10 required by law is a premium wage for hardship of missing a lawful rest
11 break?
- 12 m) Whether Defendant violated California law and applicable Wage Orders
13 by failing to provide Plaintiff Class members with thirty minute (30)
14 meal period for more than five hours of work?
- 15 n) Whether Defendant violated IWC Wage orders by failing to provide
16 members of Plaintiff Class with a second meal period?
- 17 o) Whether the remedy for an employer's failure to provide meal period as
18 required by law is a premium wage for hardship of missing a lawful
19 meal period?
- 20 p) Whether Plaintiff Class is entitled to split shift differential pay under the
21 applicable Wage Order?
- 22 q) Whether Plaintiff Class is entitled to waiting time penalties under Labor
23 Code § 203?
- 24 r) Whether Defendant violated California law by their failure to provide
25 Plaintiff Class with accurate and itemized wage statements?
- 26 s) Whether Defendant violated Business and Professions Code §§ 17200 et.
27 seq., Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 1194, 1194.2 and
28

1 applicable Wage Orders which constitutes violations of the public
2 policy?

3 t) Whether Plaintiff Class is entitled to an equitable relief in accordance
4 with Business and Professions Code §§ 17200 et. seq.

5 u) Whether Defendant's affirmative defenses, if any, raise common issues
6 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
7 particular?

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9 **VI.**

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES**

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

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

14 31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
15 as if fully alleged herein.

16 32. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
17 were employees of Defendant covered by Labor Code §§ 510, 1194, 1194.2 and
18 applicable Wage Orders, and they were entitled to receive minimum and
19 overtime wages for all hours worked and liquidated damages equal to
20 unlawfully unpaid minimum wages with interest.

21 33. Defendant has violated California law and the specified provisions of the Labor
22 Code and applicable Wage Orders by its failure to pay all wages due in
23 accordance, including minimum wages and overtime pay. As a result of
24 Defendant's unlawful conduct, Plaintiff and other members of the Subclass
25 have suffered damages as articulated in the Prayer for Relief, set forth below,
26 and fully incorporated here as applicable.

27 **VII.**

28 **SECOND CAUSE OF ACTION**

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**FAILURE TO PROVIDE MEAL PERIOD OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 226.7, 512)
(By Plaintiff and Meal Period Subclass against Defendants)**

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

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

36. 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.

VIII.

**THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code § 226.7)
(By Plaintiff and Rest Period Subclass against Defendants)**

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

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

39. 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 SPLIT SHIFT DIFFERENTIAL
(Industrial Welfare Commission Order #5)
(By Plaintiff and Split Shift Subclass against Defendants)

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

41. By its failure to provide one hour's pay at the minimum wage to employees, on days employees worked two shifts separated by non-paid non-working periods established by Defendant, other than bona fide rest of meal periods, Defendant willfully violated the applicable Wage Orders.

42. 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 PAY WAGES DUE AT TERMINATION
(Labor Code §§ 201, 202, 203)
(By Plaintiff and Waiting Time Subclass against Defendants)

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

44. By their 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.

45. 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.

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2 **XI.**

3 **SIXTH CAUSE OF ACTION**
4 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
5 **(Labor Code §§ 226(a) (b))**
6 **(By Plaintiff and Wage Statement Subclass against Defendants)**

- 7 46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
8 as if fully alleged herein.
- 9 47. By their failure to provide accurate itemized wage statements, semimonthly or
10 at the time of each payment of wages, Defendant willfully violated the
11 provisions of Labor Code §§ 226 (a) (b) and applicable Wage Orders.
- 12 48. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
13 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
14 below, and fully incorporated here as applicable.

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16 **XII.**

17 **SEVENTH CAUSE OF ACTION**
18 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
19 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
20 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)**

- 21 49. Plaintiff incorporates paragraphs 1 through 48 of this First Amended Complaint
22 as if fully alleged herein.
- 23 50. The alleged unlawful conduct of Defendant constitutes unfair competition
24 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
25 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
26 the time period starting four (4) years before the filing of the Complaint.
- 27 51. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
28 suffered injury in fact and lost money or property. Plaintiff and said members
have been deprived of their rights as set forth in this First Amended Complaint,

1 including, but not limited to, payment of minimum, overtime, and/or actual
2 wages for all hours worked.

3 52. Pursuant to Business and Professions Code §17203, Plaintiff and other members
4 of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to
5 them under the Labor Code, and interest thereon, in which they had a property
6 interest, which Defendant failed to pay to them but withheld and retained for
7 themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and
8 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
9 by its failure to comply with the Labor Code provisions.

10 53. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
11 reasonable attorney's fees in connection with their unfair competition claims
12 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine.

14 54. Plaintiff requests the court to issue a preliminary and permanent injunction
15 prohibiting Defendant from committing the Labor Code and applicable Wage
16 Order violations set forth in this First Amended Complaint, and Plaintiff and
17 the members of Plaintiff Class and Subclasses have suffered further damages as
18 articulated in the Prayer for Relief, set forth below, also incorporated here fully
19 as applicable.
20

21 XIII.

22 EIGHTH CAUSE OF ACTION

23 VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT 24 (LABOR CODE § 2699 *et seq.*)

25 (By Plaintiff and Aggrieved Employees Against Each Defendant)

26 55. Plaintiff incorporates paragraphs 1 through 54 of this First Amended Complaint
27 as if fully alleged herein.

28 56. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
private parties may recover civil penalties for violations of the California Labor

1 Code. PAGA penalties are in addition to any other relief available under the
2 Labor Code.

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

6 58. Plaintiff provided written notice by certified mail to Defendants on May 19,
7 2020, and electronic notice thereafter to the State Labor & Workforce
8 Development Agency ("LWDA"), of the legal claims and theories of this case.
9 To date, and after 65 days from the date of mailing of notice, the LWDA has not
10 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
11 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
12 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
13 claim was assigned case number LWDA-CM-787555-20 by the LWDA.

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

17 60. Plaintiff and all other aggrieved employees are also entitled to recover their
18 attorneys' fees and costs under Labor Code § 2699.
19

20 21 XIV.

22 PRAYER FOR RELIEF

23 **WHEREFORE**, on behalf of herself and all others similarly situated, Plaintiff
24 prays for relief and judgment against Defendant as follows:

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

28 B. An order appointing Plaintiff as Class representative;

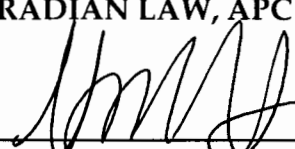
- 1 C. An order appointing Plaintiff's counsel as Class counsel;
- 2 D. Damages for unpaid minimum and overtime wages under Labor Code §
- 3 1194;
- 4 E. Liquidated damages under Labor Code § 1194.2;
- 5 F. Disgorgement of Defendant's wrongfully obtained profits and restitution
- 6 of unpaid wages under Business and Professions Code §§ 17203, 17204;
- 7 G. Damages for unpaid additional compensation owed for missed or failing
- 8 to provide timely or uninterrupted or lawful meal periods and rest periods;
- 9 H. Split Shift Differential Pay under the applicable Industrial Welfare
- 10 Commission Wage Order;
- 11 I. Penalties under Labor Code § 226(e);
- 12 J. Damages for unpaid wages under Labor Code §§ 201 or 202;
- 13 K. Damages for unpaid penalty wages under Labor Code § 203;
- 14 L. Reasonable attorney's fees pursuant to statute, including, but not limited
- 15 to, Labor Code § 1194 and Code of Civ. Proc. § 1021.5;
- 16 M. Enjoinment of Defendant from further acts of unfair competition and
- 17 continuous violations of the Labor Code and applicable Wage Orders;
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1 N. Civil penalties under Labor Code Section 2699 (75% payable to the
2 LWDA and 25% payable to aggrieved employees); and

3 O. Such other relief, including prejudgment interest and costs.
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5 DATED: Aug. 5, 2020

MOORADIAN LAW, APC

6
7 By: 

8 Zorik Mooradian,

9 Haik Hacopian,

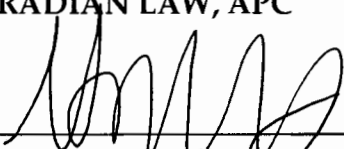
Attorneys for Plaintiff and the putative class

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11 **DEMAND FOR A JURY TRIAL**

12 Plaintiff MARIA JUAREGUI hereby demands a jury trial in the above case.

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14 DATED: Aug. 5, 2020

MOORADIAN LAW, APC

15
16 By: 

17 Zorik Mooradian,

18 Haik Hacopian,

Attorneys for Plaintiff and the putative class
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