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FERNANDA MARIA VELEZ RAMOS and
YULIANA CHOLICO, individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

FERNANDA MARIA VELEZ RAMOS and
YULIANA CHOLICO, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CB ENTERPRISES, INC., formerly known as
CALIFORNIA BURRITO, INC., a California
corporation; CALIFORNIA BURRITO, INC.;
CALIFORNIA BURRITO #1, INC., a
California corporation; CALIFORNIA
BURRITO #2, INC., a California corporation;
CALIFORNIA BURRITO #3, INC., a
California corporation; CALIFORNIA
BURRITO #4, INC., a California corporation;
CALIFORNIA BURRITO #5, INC., a
California corporation; CALIFORNIA
BURRITO #6, INC., a California corporation;
CALIFORNIA BURRITO #7, INC., a
California corporation; CALIFORNIA
BURRITO #8, INC., a California corporation;
CALIFORNIA BURRITO #9, INC., a
California corporation; CALIFORNIA
BURRITO #10, INC., a California corporation;
CALIFORNIA BURRITO #11, INC., a
California corporation; CALIFORNIA
BURRITO #12, INC., a California corporation;
CALIFORNIA BURRITO #13, INC., a
California corporation; CALIFORNIA
BURRITO #14, INC., a California corporation;
CALIFORNIA BURRITO #15, INC., a
California corporation; and DOES 17 through
50, inclusive,

Defendants.

CASE NO. MSC21-00403

CLASS ACTION

SECOND AMENDED COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Wage Statements
9. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
10. Unfair and Unlawful Business Practices
11. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL.

1 Plaintiffs FERNANDA MARIA VELEZ RAMOS (“PLAINTIFF RAMOS”) and
2 YULIANA CHOLICO (“PLAINTIFF CHOLICO”) (collectively, “PLAINTIFFS”), individually
3 and on behalf of all others similarly situated, hereby allege as follows:

4 **INTRODUCTION**

5 1. PLAINTIFFS bring this action on behalf of themselves and all other similarly-
6 situated current and former non-exempt employees of defendants CB ENTERPRISES, INC.,
7 formerly known as CALIFORNIA BURRITO, INC.; CALIFORNIA BURRITO #1, INC.
8 (“CALIFORNIA BURRITO #1”); CALIFORNIA BURRITO #2, INC. (“CALIFORNIA
9 BURRITO #2”); CALIFORNIA BURRITO #3, INC. (“CALIFORNIA BURRITO #3”);
10 CALIFORNIA BURRITO #4, INC. (“CALIFORNIA BURRITO #4”); CALIFORNIA
11 BURRITO #5, INC. (“CALIFORNIA BURRITO #5”); CALIFORNIA BURRITO #6, INC.
12 (“CALIFORNIA BURRITO #6”); CALIFORNIA BURRITO #7, INC. (“CALIFORNIA
13 BURRITO #7”); CALIFORNIA BURRITO #8, INC. (“CALIFORNIA BURRITO #8”);
14 CALIFORNIA BURRITO #9, INC. (“CALIFORNIA BURRITO #9”); CALIFORNIA
15 BURRITO #10, INC. (“CALIFORNIA BURRITO #10”); CALIFORNIA BURRITO #11, INC.
16 (“CALIFORNIA BURRITO #11”); CALIFORNIA BURRITO #12, INC. (“CALIFORNIA
17 BURRITO #12”); CALIFORNIA BURRITO #13, INC. (“CALIFORNIA BURRITO #13”)
18 (previously named as Doe 13); CALIFORNIA BURRITO #14, INC. (“CALIFORNIA BURRITO
19 #14”) (previously named as Doe 14); CALIFORNIA BURRITO #15, INC. (“CALIFORNIA
20 BURRITO #15”) (previously named as Doe 15); CALIFORNIA BURRITO, INC. (previously
21 named as Doe 16); and DOES 17 through 50, inclusive (collectively, “DEFENDANTS”) in the
22 State of California during the relevant statutory period to recover, among other things, unpaid
23 compensation arising from DEFENDANTS’ failure to provide employees meal and rest periods
24 (or compensation therefor) as required under California law, unpaid minimum and overtime
25 wages, and unreimbursed business expenses. PLAINTIFFS also seek penalties, interest,
26 attorneys’ fees, costs and expenses, and equitable, restitutionary and injunctive relief.

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JURISDICTION AND VENUE

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens and residents of, and/or regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

3. Venue is proper in this judicial district and Contra Costa County because DEFENDANTS maintain offices and facilities and transact business in Contra Costa County, and DEFENDANTS' illegal policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFFS and other persons similarly situated in Contra Costa County.

THE PARTIES

4. PLAINTIFF RAMOS is a resident of the State of California. At times material to this complaint, PLAINTIFF RAMOS was employed by DEFENDANTS in the State of California as a non-exempt employee. PLAINTIFF RAMOS worked for DEFENDANTS as a Cashier at DEFENDANTS' restaurant location in Pittsburg, California from approximately July 2020 to August 2020.

5. PLAINTIFF CHOLICO is a resident of the State of California. At times material to this complaint, PLAINTIFF CHOLICO was employed by DEFENDANTS in the State of California as a non-exempt employee. PLAINTIFF CHOLICO has worked for DEFENDANTS as a Cashier at DEFENDANTS' restaurant locations in Pittsburg, California and Antioch, California from approximately June 2020 to July 2021.

6. PLAINTIFFS bring this action on behalf of themselves and the following similarly-situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFFS reserve the right to name additional class representatives.

7. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA BURRITO, INC. is, and at times relevant hereto was, a California corporation. PLAINTIFFS are

1 informed and believe, and thereon allege, that CALIFORNIA BURRITO, INC. is the entity name
2 under which CB ENTERPRISES, INC. operated from its date of incorporation until
3 approximately September 8, 2020 when it changed its name to CB ENTERPRISES, INC.
4 PLAINTIFFS are further informed and believe, and thereon allege, that at times relevant herein,
5 CALIFORNIA BURRITO, INC. was authorized to conduct business, and did conduct business in
6 the State of California. Specifically, CALIFORNIA BURRITO, INC. maintained offices and
7 facilities, conducted business, and engaged in illegal policies or practices in Contra Costa County.

8 8. PLAINTIFFS are informed and believe, and thereon allege, that CB
9 ENTERPRISES, INC. formerly known as CALIFORNIA BURRITO, INC. (CB ENTERPRISES,
10 INC. and CALIFORNIA BURRITO, INC. are collectively referred to herein as “CB
11 ENTERPRISES”) is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
12 are further informed and believe, and thereon allege, that CB ENTERPRISES is authorized to
13 conduct business, and does conduct business in the State of California. Specifically, CB
14 ENTERPRISES maintains offices and facilities, conducts business, and engages in illegal policies
15 or practices in Contra Costa County.

16 9. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
17 BURRITO #1 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
18 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #1 is authorized
19 to conduct business, and does conduct business in the State of California. Specifically,
20 CALIFORNIA BURRITO #1 maintains offices and facilities, conducts business, and engages in
21 illegal policies or practices in Sacramento County.

22 10. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
23 BURRITO #2 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
24 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #2 is authorized
25 to conduct business, and does conduct business in the State of California. Specifically,
26 CALIFORNIA BURRITO #2 maintains offices and facilities, conducts business, and engages in
27 illegal policies or practices in Sacramento County.

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1 11. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
2 BURRITO #3 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
3 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #3 is authorized
4 to conduct business, and does conduct business in the State of California. Specifically,
5 CALIFORNIA BURRITO #3 maintains offices and facilities, conducts business, and engages in
6 illegal policies or practices in Sacramento County.

7 12. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
8 BURRITO #4 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
9 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #4 is authorized
10 to conduct business, and does conduct business in the State of California. Specifically,
11 CALIFORNIA BURRITO #4 maintains offices and facilities, conducts business, and engages in
12 illegal policies or practices in Yolo County.

13 13. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
14 BURRITO #5 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
15 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #5 is authorized
16 to conduct business, and does conduct business in the State of California. Specifically,
17 CALIFORNIA BURRITO #5 maintains offices and facilities, conducts business, and engages in
18 illegal policies or practices in Sacramento County.

19 14. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
20 BURRITO #6 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
21 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #6 is authorized
22 to conduct business, and does conduct business in the State of California. Specifically,
23 CALIFORNIA BURRITO #6 maintains offices and facilities, conducts business, and engages in
24 illegal policies or practices in Solano County.

25 15. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
26 BURRITO #7 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
27 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #7 is authorized
28 to conduct business, and does conduct business in the State of California. Specifically,

1 CALIFORNIA BURRITO #7 maintains offices and facilities, conducts business, and engages in
2 illegal policies or practices in Sacramento County.

3 16. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
4 BURRITO #8 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
5 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #8 is authorized
6 to conduct business, and does conduct business in the State of California. Specifically,
7 CALIFORNIA BURRITO #8 maintains offices and facilities, conducts business, and engages in
8 illegal policies or practices in Solano County.

9 17. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
10 BURRITO #9 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
11 further informed and believe, and thereon allege, that CALIFORNIA BURRITO #9 is authorized
12 to conduct business, and does conduct business in the State of California. Specifically,
13 CALIFORNIA BURRITO #9 maintains offices and facilities, conducts business, and engages in
14 illegal policies or practices in San Joaquin County.

15 18. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
16 BURRITO #10 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
17 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #10 is
18 authorized to conduct business, and does conduct business in the State of California. Specifically,
19 CALIFORNIA BURRITO #10 maintains offices and facilities, conducts business, and engages in
20 illegal policies or practices in Contra Costa County.

21 19. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
22 BURRITO #11 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
23 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #11 is
24 authorized to conduct business, and does conduct business in the State of California. Specifically,
25 CALIFORNIA BURRITO #11 maintains offices and facilities, conducts business, and engages in
26 illegal policies or practices in Contra Costa County.

27 20. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
28 BURRITO #12 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS

1 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #12 is
2 authorized to conduct business, and does conduct business in the State of California. Specifically,
3 CALIFORNIA BURRITO #12 maintains offices and facilities, conducts business, and engages in
4 illegal policies or practices in Solano County.

5 21. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
6 BURRITO #13 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
7 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #13 is
8 authorized to conduct business, and does conduct business in the State of California. Specifically,
9 CALIFORNIA BURRITO #13 maintains offices and facilities, conducts business, and engages in
10 illegal policies or practices in Contra Costa County.

11 22. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
12 BURRITO #14 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
13 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #14 is
14 authorized to conduct business, and does conduct business in Contra Costa County.

15 23. PLAINTIFFS are informed and believe, and thereon allege, that CALIFORNIA
16 BURRITO #15 is, and at all times relevant hereto was, a California corporation. PLAINTIFFS
17 are further informed and believe, and thereon allege, that CALIFORNIA BURRITO #15 is
18 authorized to conduct business, and does conduct business in Contra Costa County.

19 24. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
20 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE defendants under fictitious
21 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
22 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
23 that PLAINTIFFS' and other CLASS MEMBERS' injuries and damages, as alleged herein, were
24 proximately caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of the
25 Court to amend this complaint to allege the true names and capacities of such DOE defendants
26 when ascertained.

27 25. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFFS and other CLASS MEMBERS. PLAINTIFFS are informed and believe, and

1 thereon allege, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
2 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
3 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
4 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
5 each was the alter ego of the other.

6 26. At all relevant times herein, DEFENDANTS owned and operated a chain of fast
7 food Mexican restaurants in California.

8 27. CB ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2,
9 CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5,
10 CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8,
11 CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11,
12 CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14,
13 and CALIFORNIA BURRITO #15 are owned and managed by JAIME TOBANCHE
14 (“TOBANCHE”), who is the Chief Executive Officer and Chief Financial Officer of CB
15 ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA
16 BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA
17 BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA
18 BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11, CALIFORNIA
19 BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14, and
20 CALIFORNIA BURRITO #15. MAYRA TEJEDA TOBANCHE (“TEJEDA”) is the Secretary
21 of CB ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2,
22 CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5,
23 CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8,
24 CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11,
25 CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14,
26 and CALIFORNIA BURRITO #15.

27 28. TOBANCHE AND TEJEDA are the only two principal officers of CB
28 ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA

BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15.

29. TOBANCHE AND TEJEDA are the only two directors of CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15. TOBANCHE AND TEJEDA are also directors of CALIFORNIA BURRITO #11.

30. TOBANCHE is also the sole director of CB ENTERPRISES.

31. PLAINTIFFS are informed and believe that TOBANCHE and TEJEDA maintain financial control over CB ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15.

32. TOBANCHE is the agent for service of process for CB ENTERPRISES, CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15.

1 33. The mailing address for CB ENTERPRISES, CALIFORNIA BURRITO #1,
2 CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4,
3 CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7,
4 CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10,
5 CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13,
6 CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15 is 8341 Folsom Boulevard,
7 Sacramento, California 95826.

8 34. TOBANCHE is the signatory to the Articles of Incorporation of CALIFORNIA
9 BURRITO #1, CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA
10 BURRITO #4, CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA
11 BURRITO #7, CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA
12 BURRITO #10, CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA
13 BURRITO #13, CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15, and a
14 signatory to California Burrito, Inc.'s amendment to the Articles of Incorporation changing its
15 name to CB ENTERPRISES.

16 35. PLAINTIFFS are informed and believe that CB ENTERPRISES processes payroll
17 and performs other similar functions for all of DEFENDANTS' restaurants, including the
18 restaurants which are operated by CALIFORNIA BURRITO #1, CALIFORNIA BURRITO #2,
19 CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4, CALIFORNIA BURRITO #5,
20 CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7, CALIFORNIA BURRITO #8,
21 CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10, CALIFORNIA BURRITO #11,
22 CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13, CALIFORNIA BURRITO #14,
23 and CALIFORNIA BURRITO #15. CB ENTERPRISES, CALIFORNIA BURRITO #1,
24 CALIFORNIA BURRITO #2, CALIFORNIA BURRITO #3, CALIFORNIA BURRITO #4,
25 CALIFORNIA BURRITO #5, CALIFORNIA BURRITO #6, CALIFORNIA BURRITO #7,
26 CALIFORNIA BURRITO #8, CALIFORNIA BURRITO #9, CALIFORNIA BURRITO #10,
27 CALIFORNIA BURRITO #11, CALIFORNIA BURRITO #12, CALIFORNIA BURRITO #13,

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1 CALIFORNIA BURRITO #14, and CALIFORNIA BURRITO #15 all share the same legal
2 counsel.

3 36. PLAINTIFFS are informed and believe that employees of DEFENDANTS are
4 assigned to perform work at other restaurant locations operated by DEFENDANTS.

5 37. PLAINTIFFS are informed and believe that TOBANCHE maintained centralized
6 control of the labor relations and day-to-day employment decisions of DEFENDANTS.

7 38. PLAINTIFFS are informed and believe that DEFENDANTS share payroll and
8 other similar functions and maintain common policies and practices which govern the working
9 conditions of employees at each of the restaurant locations operated by DEFENDANTS.

10 39. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
11 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
12 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
13 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
14 PLAINTIFFS and other CLASS MEMBERS all wages earned and due, through methods and
15 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
16 and permit rest periods; failing to pay minimum and overtime wages; failing to provide accurate
17 itemized wage statements; failing to maintain required records; and failing to compensate
18 PLAINTIFFS and CLASS MEMBERS for necessary expenditures, in violation of the California
19 Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order.

20 40. PLAINTIFFS are informed and believe, and thereon allege, that each and every
21 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
22 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
23 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
24 and scope of said agency, employment and/or direction and control.

25 41. As a direct and proximate result of DEFENDANTS' unlawful actions,
26 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
27 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
28 of this Court.

1 **CLASS ACTION ALLEGATIONS**

2 42. This action is appropriately suited for a class action because:

3 a. The potential class is of a significant number. Joinder of all current and
4 former employees individually would be impracticable.

5 b. This action involves common questions of law and fact because the action
6 focuses on DEFENDANTS' illegal practices and policies, which are applied to all non-exempt
7 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
8 Professions Code which prohibits unfair business practices arising from such violations.

9 c. PLAINTIFFS' claims are typical of the claims of the class because
10 DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code,
11 the applicable IWC wage order, and the Business and Professions Code.

12 d. PLAINTIFFS will fairly and adequately protect the interest of all CLASS
13 MEMBERS

14 e. A class action is superior to other available methods for fairly and
15 efficiently adjudicating the controversy.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

19 **(Against all DEFENDANTS)**

20 43. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
21 the factual allegations in paragraphs 1 through 42.

22 44. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
23 and practice of failing to provide PLAINTIFFS and CLASS MEMBERS full and timely meal
24 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001
25 § 11.

26 45. As a result of DEFENDANTS' policies and practices as alleged herein,
27 PLAINTIFFS and CLASS MEMBERS regularly have been, and continue to be, denied the
28

1 opportunity to take full, uninterrupted, and timely meal periods as required under California
2 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

3 46. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
4 and IWC Wage Order No. 5-2001 § 11 by failing to compensate PLAINTIFFS and CLASS
5 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
6 Order, one additional hour of compensation at each employee's regular rate of compensation for
7 each work day that a meal period was not provided.

8 47. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
9 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
10 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
11 economic and statutory damages and penalties and other appropriate relief due to
12 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 5-2001.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Authorize and Permit Required Rest Periods**

15 **[Cal. Labor Code § 226.7; IWC Wage Order No. 5-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the factual allegations in paragraphs 1 through 47.

19 49. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
20 and practice of failing to authorize and permit PLAINTIFFS and CLASS MEMBERS to take rest
21 periods as required by California Labor Code § 226.7 and IWC Wage Order No. 5-2001 § 12. As
22 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFFS and CLASS
23 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
24 uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC
25 Wage Order No. 5-2001 § 12.

26 50. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
27 and IWC Wage Order No. 5-2001 § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS
28 who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of compensation for each work
2 day that a rest period was not provided.

3 51. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
4 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
5 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
6 economic and statutory damages and penalties and other appropriate relief due to
7 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 5-2001.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]**

11 **(Against all DEFENDANTS)**

12 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the factual allegations in paragraphs 1 through 51.

14 53. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
15 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
16 worked in a payroll period is unlawful.

17 54. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay
18 PLAINTIFFS and CLASS MEMBERS minimum wages for all hours worked by, among other
19 things: requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work off the
20 clock; requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work through
21 meal periods without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

23 55. DEFENDANTS' conduct described herein violates, and continues to violate,
24 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001 § 4. As a proximate
25 result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been
26 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
28 and IWC Wage Order, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid

1 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
2 expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages**

5 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]**

6 **(Against all DEFENDANTS)**

7 56. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
8 the factual allegations in the paragraphs 1 through 55.

9 57. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-
10 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
11 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
12 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
13 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
14 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
15 consecutive day of work in any workweek.

16 58. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue
17 to fail to compensate, PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as
18 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
19 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
20 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order
21 No. 5-2001 § 3; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work
22 off the clock; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work
23 through meal periods without compensation; illegally and inaccurately recording time worked by
24 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

25 59. In violation of California law, DEFENDANTS failed to pay PLAINTIFFS and
26 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
27 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
28 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and

1 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
2 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
3 of this Court.

4 60. DEFENDANTS' conduct described herein violated, and continues to violate,
5 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 5-2001 § 3.
6 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
7 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFFS and
8 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code § 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 61. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
15 the factual allegations in paragraphs 1 through 60.

16 62. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
17 required to pay all earned and unpaid wages to an employee who is discharged.

18 63. California Labor Code § 201 mandates that if an employer discharges an
19 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
20 immediately.

21 64. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
22 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after
23 the employee quits his or her employment, unless the employee provided seventy-two (72) hours
24 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
25 wages at the time of quitting.

26 65. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28

1 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
2 compensation to the employee at the same rate for up to thirty (30) days.

3 66. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
4 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
5 California Labor Code §§ 201 and 202.

6 67. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
7 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
8 together with interest thereon, as well as other available remedies.

9 68. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
11 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
12 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
13 to California Labor Code §§ 1194 and 2699.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Furnish Accurate Itemized Wage Statements**

16 **[Cal. Labor Code § 226; IWC Wage Order No. 5-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 69. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
19 the factual allegations in paragraphs 1 through 68.

20 70. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed,
21 and continue to fail, to timely provide PLAINTIFFS and CLASS MEMBERS with accurate
22 itemized wage statements in writing showing each employee's gross wages earned, total hours
23 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during
24 each pay period and the corresponding number of hours worked at each hourly rate, in violation
25 of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

26 71. During the CLASS PERIOD, PLAINTIFFS and CLASS MEMBERS suffered, and
27 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate
28 itemized wage statements, as PLAINTIFFS and CLASS MEMBERS could not promptly and

1 easily determine from the wage statement alone one or more of the following: the gross wages
2 earned, the total hours worked, all deductions made, the net wages earned, and/or all applicable
3 hourly rates in effect during each pay period and the corresponding number of hours worked at
4 each hourly rate.

5 72. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
8 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
9 civil penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not
10 limited to those provided in California Labor Code § 226(e), as well as other available remedies.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

14 **(Against all DEFENDANTS)**

15 73. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
16 the factual allegations in paragraphs 1 through 72.

17 74. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
18 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
19 DEFENDANTS knowingly and intentionally failed to maintain records as required under
20 California Labor Code §§ 226 and 1174 and IWC Wage Order No. 5-2001, § 7, including but not
21 limited to the following records: total daily hours worked by each employee; applicable rates of
22 pay; all deductions; meal periods; time records showing when each employee begins and ends
23 each work period; and accurate itemized statements.

24 75. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
27 PLAINTIFFS and CLASS MEMBERS are entitled to all available civil and statutory penalties and
28

1 an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
2 provided in California Labor Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Indemnify Employees for Necessary Expenditures**

5 **Incurred in Discharge of Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against all DEFENDANTS)**

8 76. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the factual allegations in paragraphs 1 through 75.

10 77. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

13 78. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
14 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
15 incurred in direct consequence of the discharge of their duties while working under the direction
16 of DEFENDANTS, including but not limited to expenses for cell phones, uniforms, and other
17 employment-related expenses, in violation of California Labor Code § 2802.

18 79. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
20 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
21 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
22 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
23 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
24 available remedies.

25 ///

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200, et seq.]**

4 **(Against all DEFENDANTS)**

5 80. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the factual allegations in paragraphs 1 through 79.

7 81. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
10 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
11 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
12 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
13 required records; DEFENDANTS' failure to indemnify PLAINTIFFS and CLASS MEMBERS
14 for necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an
15 unfair and unlawful business practice under California Business and Professions Code § 17200, et
16 seq.

17 82. DEFENDANTS' violations of California wage and hour laws constitute a business
18 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
19 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
20 CLASS MEMBERS.

21 83. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
22 rest periods, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
24 record, report, and pay the correct sums of assessment to the state authorities under the California
25 Labor Code and other applicable regulations.

26 84. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
28 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be

1 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
2 MEMBERS.

3 85. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **TENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against CB ENTERPRISES)**

14 86. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
15 the factual allegations in paragraphs 1 through 85, with the exception of the allegations in
16 paragraph 42 and the subparagraphs thereto.

17 87. PLAINTIFFS are “aggrieved employee” within the meaning of California Labor
18 Code § 2699(c), and are proper representatives to bring a civil action on behalf of themselves and
19 other current and former employees of DEFENDANTS pursuant to the procedures specified in
20 California Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
21 one or more of the alleged violations of the California Labor Code was committed against
22 PLAINTIFFS.

23 88. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
24 Labor Code §§ 2698–2699.5, PLAINTIFFS seek to recover civil penalties, including but not
25 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
26 IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the
27 violations set forth above, including but not limited to violations of California Labor Code
28 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFFS

1 also are entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor
2 Code § 2699(g)(1).

3 89. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF RAMOS and
4 PLAINTIFF CHOLICO gave written notice on November 17, 2020 and December 9, 2020,
5 respectively, by online filing to the California Labor and Workforce Development Agency
6 ("LWDA") and by certified mail to TOBANACHE, CALIFORNIA BURRITO #1, INC.,
7 CALIFORNIA BURRITO #2, INC., CALIFORNIA BURRITO #3, INC., CALIFORNIA
8 BURRITO #4, INC., CALIFORNIA BURRITO #5, INC., CALIFORNIA BURRITO #6, INC.,
9 CALIFORNIA BURRITO #7, INC., CALIFORNIA BURRITO #8, INC., CALIFORNIA
10 BURRITO #9, INC., CALIFORNIA BURRITO #10, INC., CALIFORNIA BURRITO #11, INC.,
11 and CALIFORNIA BURRITO #12, INC. of the specific provisions of the California Labor Code
12 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
13 the alleged violations. More than sixty-five (65) days have passed and the LWDA has not
14 provided notice to PLAINTIFFS that it intends to investigate the alleged violations.

15 90. Therefore, PLAINTIFFS have complied with all of the requirements set forth in
16 California Labor Code § 2699.3 to commence a representative action under PAGA.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly
19 situated, respectfully pray for relief against DEFENDANTS, and each of them, as follows:

- 20 1. For compensatory damages in an amount to be ascertained at trial;
- 21 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
22 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 23 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
24 and IWC Wage Order No. 5-2001;
- 25 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 26 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
27 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
28 from engaging in the unlawful business practices complained of herein;

- 1 6. For waiting time penalties pursuant to California Labor Code § 203;
- 2 7. For statutory and civil penalties according to proof, including but not limited to all
- 3 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
- 4 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
- 5 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
- 6 applicable provision providing for pre-judgment interest;
- 7 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
- 8 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
- 9 providing for attorneys’ fees and costs;
- 10 10. For declaratory relief;
- 11 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
- 12 Eighth, and Ninth Causes of Action as a class action;
- 13 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS’
- 14 counsel as class counsel; and
- 15 13. For such further relief that the Court may deem just and proper.

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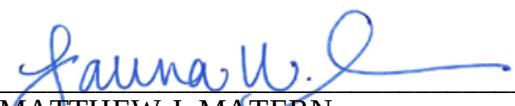
17 Dated: January 6, 2025

Respectfully submitted,

18 **MATERN LAW GROUP, PC**

19

20 By:


MATTHEW J. MATERN
LAUNA ADOLPH
REBECCA E. LIU
Attorneys for Plaintiffs
FERNANDA MARIA VELEZ RAMOS and
YULIANA CHOLICO, individually and on behalf
of all others similarly situated

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DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all others similarly situated, hereby demand a jury trial with respect to all issues so triable.

Dated: January 6, 2025

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
LAUNA ADOLPH
REBECCA E. LIU
Attorneys for Plaintiffs
FERNANDA MARIA VELEZ RAMOS and
YULIANA CHOLICO, individually and on behalf
of all others similarly situated

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 2101 E. El Segundo Boulevard, Suite 403, El Segundo, California 90245.

On **January 6, 2025**, I served the following document or documents:

SECOND AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission unsuccessful

Gloria P. Martinez-Senftner
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Attorneys for Defendant
CB ENTERPRISES, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **January 6, 2025** at El Segundo, California.

Yeshenia Zambrano
Name


Signature