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ALAMEDA COUNTY

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CLERK OF
THE SUPERIOR COURT
By Milagros Cortez, Deputy

CASE NUMBER:
RG21091979

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10
11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF ALAMEDA**

13 MOISES RAMIREZ, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 CASA OROZCO INCORPORATED, a
California corporation; and DOES 1
18 through 50, inclusive,

19 Defendants.

CASE NO.: RG21091979

Assigned for All Pre-Trial Purposes to:
Hon. Brad Seligman, Dept. 23

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

Action Filed: March 12, 2021
Trial Date: None Set

JURY TRIAL DEMANDED

1 Plaintiff MOISES RAMIREZ (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Defendants CASA OROZCO INCORPORATED, a California corporation; and DOES 1
4 through 50, inclusive (collectively “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This proposed class action, pursuant to California Code of Civil Procedure section
7 382, is brought by Plaintiff on behalf of all current and former non-exempt employees of
8 Defendants in California during the Class Period (collectively the “Class” or “Class Members”).
9 The term Class Period is defined as four years prior to the filing of this action to the date of class
10 certification.

11 2. This proposed class action seeks, *inter alia*, unpaid wages (including minimum,
12 regular, overtime, and double time wages), compensation for non-compliant meal periods and rest
13 breaks, waiting time penalties, itemized wage statement penalties, business expense
14 reimbursements, liquidated damages, interest, penalties, reasonable attorneys’ fees, and costs.
15 Plaintiff’s class action is brought under, *inter alia*, the California Industrial Welfare Commission
16 (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California
17 Business & Professions Code sections 17200 *et seq.*, California Civil Code section 3289, California
18 Code of Civil Procedure section 1021.5, and California Labor Code (“Labor Code”) sections 201-
19 204, 206, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
20 1197.1, 1198, 2800, and 2802.

21 3. Plaintiff also brings this representative action pursuant to the Private Attorneys
22 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
23 of himself individually and other aggrieved employees who are and were employed by Defendants
24 as non-exempt employees throughout California during the PAGA Period. The term PAGA Period
25 is defined as one year prior to Plaintiff’s notice of labor code violations to the Labor and Workforce
26 Development Agency (“LWDA”) and Defendants until judgment.

27 4. Under the California Unfair Competition Law, Business and Professions Code
28 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this

1 statute, Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive
2 relief, and restitution of all benefits Defendants have received from their employees due to their
3 unlawful business practices, including but not limited to, their failure to provide minimum, regular,
4 overtime, and double time compensation due for all hours worked, failure to reimburse business
5 expenses, failure to provide compliant meal periods and rest breaks to their employees or
6 compensation in lieu thereof, failure to provide accurate itemized wage statements, and failure to
7 timely pay all wages due upon separation of employment.

8 **JURISDICTION AND VENUE**

9 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
10 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
11 in all cases except those given to other trial courts. All claims alleged herein arise under California
12 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action
13 pursuant to California Code of Civil Procedure section 382 and representative action under PAGA.
14 As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
15 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
16 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
17 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
18 for enforcement of this statute in any court of competent jurisdiction.

19 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen
20 of California, a corporation or association organized under the laws of the State of California, an
21 association authorized to do business in California and registered with the California Secretary of
22 State, does sufficient business in California, has sufficient minimum contacts with California,
23 and/or intentionally avails itself of the laws and markets of California through the promotion, sale,
24 marketing and distribution of its products and/or services in California to render the exercise of
25 jurisdiction by the California courts permissible.

26 7. Venue in Alameda County is proper under California Business & Professions Code
27 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
28 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,

1 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
2 in this County, Defendants' liability arose in this County, and/or Defendants reside, transact
3 business, maintain offices, and/or have an agent or agents in this county. The relief requested is
4 within the jurisdiction of this Court.

5 **PARTIES**

6 8. Plaintiff is an individual who resides in Alameda County, California and was
7 formerly employed by Defendants in California as an hourly non-exempt employee during the
8 Class Period. Plaintiff was assigned to work at Defendants' worksite in Alameda County during
9 the Class Period and was employed within one year prior to the filing of this action.

10 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times, CASA
11 OROZCO INCORPORATED ("Casa Orozco") is doing business as Casa Orozco and was and is a
12 California corporation with its principal executive office located in Alameda County. Plaintiff is
13 informed, believes and thereon alleges that, at all relevant times, Casa Orozco owns and operates
14 Mexican restaurants in California, including Alameda County. Casa Orozco regularly conducts
15 business within the State of California and derives substantial revenues from services performed in
16 California. Casa Orozco is, and at all relevant times was, an employer subject to California state
17 wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and
18 policies of Casa Orozco that are complained of by way of this FAC were implemented during the
19 Class Period.

20 10. Defendants continue to employ non-exempt employees within California.

21 11. Plaintiff is unaware of the true names and capacities of those defendants identified
22 as DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is
23 informed, believes and thereon alleges that at all relevant times each DOE defendant was a parent,
24 sister, or related corporate entity of defendants, or an owner, employee or agent of defendants, and
25 each related entity, and was acting with the knowledge and authorization of each of the other
26 defendants. Plaintiff will seek to amend this FAC to allege the true names and capacities of each
27 DOE defendant when their names have been ascertained and identified. Plaintiff is informed,
28 believes and thereon alleges that each of the defendants sued as DOES 1 through 50 participated

1 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
2 and omissions and some portion of the damages alleged herein.

3 12. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
4 each defendant acted in all respects pertinent to this action as the agent of the other defendant,
5 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
6 each defendant are legally attributable to the other defendant. Furthermore, defendants in all
7 respects acted as the employer and/or joint employer of Plaintiff and the class members.

8 13. Plaintiff is informed, believes and thereon alleges that defendants, each and all of
9 them, at all times material hereto, were the joint employers, parent companies, successor
10 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
11 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining defendants.
12 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
13 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
14 Plaintiff's damages as herein alleged.

15 14. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
16 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
17 and separateness between the individual and the corporation does not exist, as Defendants, and
18 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
19 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
20 inclusive, carried out their business in the business name, exercising complete control and
21 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
22 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
23 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
24 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
25 inclusive, or some other individual or entity which he or she owns or controls, with the intent to
26 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
27 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
28 between and among Defendants.

1 15. At all relevant times herein, Defendants were agents of each other and acting within
2 the course and scope of their agency.

3 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

4 16. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this
5 action individually and as a class action on behalf of a proposed Class defined as follows:

6 Class:

7 All current and former non-exempt employees employed by Defendants in the State
8 of California within four years prior to the commencement of this action to the date
9 of class certification.

10 17. The Class is also comprised of the following Subclass:

11 Waiting Time Sub-Class:

12 Those members of the Class who separated from their employment with Defendants
13 within three years prior to the commencement of this action to the date of class
14 certification.

15 18. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
16 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
17 greater specificity and/or further division into subclasses or limitation to particular issues based on
18 further investigation and discovery.

19 19. This action is brought, and may properly be maintained, as a class action pursuant
20 to California Code of Civil Procedure section 382 because there is a well-defined community of
21 interest in the litigation, and the proposed class is easily ascertainable. This action presents
22 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
23 predominance, and superiority requirements of this provision.

24 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced against Plaintiff and Class Members unlawful employment practices and policies which
26 violate the Labor Code and IWC Wage Orders.

27 21. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double

1 time wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During the
2 Class Period, Plaintiff and Class Members worked more than six (6), eight (8) hours, and/or 12
3 hours per workday, and/or more than 40 hours per workweek. Specifically, Defendants failed to
4 pay Plaintiff and other Class Members all wages at the appropriate rates by automatically deducting
5 their hours worked. In addition, Plaintiff and other Class Members were regularly required to clock
6 out before the end of their scheduled shift to avoid having time deducted. For example, time would
7 be deducted from Plaintiff's timekeeping record if he clocked out after his scheduled end time. In
8 addition, Defendants regularly paid Plaintiff and the Class Members pursuant to their scheduled
9 hours rather than their actual hours worked. Other examples of off-the-clock work include Class
10 Members receiving work-related text messages outside of work hours and Defendants' pattern and
11 practice of automatically clocking out Plaintiff and Class Members during their shifts without
12 compensation. As such, Defendants failed to pay Plaintiff and other Class Members minimum,
13 regular, overtime, and double time wages for all hours worked, in violation of the Labor Code and
14 applicable IWC Wage Orders.

15 22. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
16 Defendants deprived Plaintiff and Class Members of the opportunity to take all of their statutorily
17 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof
18 in violation of the Labor Code and IWC Wage Orders. During the Class period, Defendants failed
19 to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff
20 and other Class Members as required by Labor Code section 512 and section 11 of the applicable
21 Wage Order. Specifically, Plaintiff and Class Members regularly worked through their meal periods
22 due to Defendants' unlawful meal period practices. During the Class Period, Plaintiff and Class
23 Members were required to and regularly ate their meals while working. As such, Plaintiff and Class
24 Members regularly missed their meal periods or had them interrupted, shortened, late, and/or
25 restricted to the worksite. In addition, Defendants did not implement a practice of providing second
26 meal periods to Plaintiff and Class Members when they worked more than 10 hours in a workday.
27 Accordingly, Defendants failed to provide Plaintiff and other Class Members with timely,
28 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5)

1 hours and/or 10 hours in a workday, and failed to compensate Plaintiff and other Class Members
2 with an additional hour of pay at their regular rate of pay for every day in which they were denied
3 a compliant meal period, in violation of the Labor Code and applicable IWC Wage Orders.

4 23. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
5 Defendants failed to permit Plaintiff and Class Members to take all of their statutorily entitled 10-
6 minute rest periods for every four (4) hours worked or major fraction thereof or provide
7 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Specifically,
8 Defendants failed to implement a rest period practice that permitted Plaintiff and Class Members
9 to take breaks. As such, Plaintiff and Class Members regularly missed their rest breaks, had them
10 restricted to the worksite, shortened, and/or interrupted. Defendants also failed to adopt and
11 implement a practice of providing second rest breaks when Plaintiff and Class Members worked
12 over six (6) hours per workday or a third rest break when they worked over 10 hours per workday.
13 Further, Defendants failed to compensate Plaintiff and other Class Members with an additional
14 hour of pay at their regular rate for every day in which they suffered a rest period violation in
15 violation of the Labor Code and applicable IWC Wage Orders.

16 24. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
17 Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses
18 incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders.
19 During the Class Period, Defendants failed to reimburse Plaintiff and other Class Members for all
20 business expenses incurred for Defendants' benefit. For example, Plaintiff was required to use his
21 personal cell phone to communicate with Defendants' management and employees without
22 reimbursement, e.g., calls and group text messages with other employees and/or management
23 regarding scheduling. Accordingly, Defendants violated the Labor Code and applicable IWC Wage
24 Orders.

25 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
26 Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass
27 upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff
28 and Waiting Time Subclass Members were not paid all meal period premiums, rest period

1 premiums, reimbursements, and/or wages (including minimum, regular, overtime, and double time
2 wages) within the required time period in violation of the Labor Code and applicable IWC Wage
3 Orders.

4 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
5 Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage
6 statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members
7 received wage statements which did not accurately reflect the gross and net wages earned, total
8 hours worked, and all applicable rates of pay and the corresponding number of hours worked at
9 each pay rate, among other things in violation of the Labor Code and IWC Wage Orders.

10 27. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
11 described throughout this FAC were willful.

12 **NUMEROSITY**

13 28. The Class is so numerous that joinder of all of its members is impracticable. While
14 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
15 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
16 alleges that the Class consists of more than 100 persons.

17 29. A class action is the only available method for the fair and efficient adjudication of
18 this controversy. The members of the Class are so numerous that joinder of all members is
19 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
20 Defendants' employee and payroll records.

21 **COMMONALITY**

22 30. Common questions of fact and law exist as to all members of the Class that
23 predominate over any questions affecting only individual Class Members. These common legal
24 and factual questions include, but are not limited to, the following:

25 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
26 regular, overtime, and double time wages for all hours worked by Plaintiff and Class Members;

27 (b) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
28 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

1 (c) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-
2 minute rest breaks for every four hours or major fraction thereof worked by Plaintiff and Class
3 Members without compensation in lieu thereof;

4 (d) Whether Defendants failed to timely pay Plaintiff and Waiting Time
5 Subclass Members all wages due either immediately upon termination or within 72 hours after
6 resignation;

7 (e) Whether Defendants' conduct was willful;

8 (f) Whether Defendants failed to issue accurate itemized wage statements to
9 Plaintiff and Class Members;

10 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for
11 necessary business expenditures;

12 (h) Whether Defendants engaged in unfair business practices in violation of
13 California Business & Professions Code sections 17200 *et seq.*; and

14 (i) Additional common questions of law and fact that may develop as the
15 litigation progresses.

16 **TYPICALITY**

17 31. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
18 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
19 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
20 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
21 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
22 conduct apply equally to Plaintiff and the Class Members.

23 **ADEQUACY OF REPRESENTATION**

24 32. Plaintiff is an adequate representative of the Class, in that his claims (and defenses,
25 if any) are typical of those of the Class. Plaintiff has no conflicts of interest with his fellow Class
26 Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has
27 the same interests in the litigation of this case as the Class Members; and is committed to vigorous
28 prosecution of this case and has retained competent counsel experienced in class action and wage

1 and hour litigation of this nature.

2 **PREDOMINANCE**

3 33. Defendants have engaged in a common course of wage and hour abuse toward
4 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and
5 Class Members predominate over any individual issues. Adjudication of these common issues in a
6 single action has important and desirable advantages of judicial economy.

7 **SUPERIORITY OF CLASS ACTION**

8 34. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because individual litigation of the claims of all Class Members is
10 impracticable. Even if every Class Member could afford individual litigation, the court system
11 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
12 cases would proceed. Individualized litigation would also present the potential for varying,
13 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
14 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
15 individual actions by Class Members may establish inconsistent standards of conduct for
16 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
17 the issues presented herein, presents fewer management difficulties, conserves the resources of the
18 parties and the court system, and protects the rights of each Class Member.

19 35. Defendants have acted or refused to act in respects generally applicable to the Class,
20 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
21 herein.

22 **PUBLIC POLICY CONSIDERATIONS**

23 36. Employers in the State of California violate employment and labor laws every day.
24 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
25 Former employees are fearful of bringing actions because they believe their former employers
26 might damage their future endeavors through negative references and/or other means. Class actions
27 provide class members who are not named in the action with a type of anonymity that allows for
28 the vindication of their rights while affording them privacy protections.

FIRST CAUSE OF ACTION
(FAILURE TO PAY ALL WAGES)
(Against All Defendants)

37. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully set forth herein.

38. At all relevant times, Defendants had a duty to comply with Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California Code of Regulations.

39. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the Defendants' as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

40. Labor Code section 206 provides that in case of a dispute over wages, the Defendants' shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

41. At all times relevant, Labor Code section 510, and applicable sections of the California Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and continue to apply to Class Members' employment with Defendants. Labor Code section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for an employee.

42. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all employees in California for all hours worked. Local minimum wage ordinances, may provide for higher minimum wage rates that must be paid to employees for all hours worked in those locales where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state or local minimum wage, whichever is higher, for any hour of work.

1 43. Labor Code section 1194 provides that any employee receiving less than the legal
2 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
3 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
4 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

5 44. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
6 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

7 45. Labor Code section 1198 prohibits Defendants' from employing for longer hours or
8 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
9 set by the Labor Commissioner.

10 46. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
11 Plaintiff and Class Members worked more than six (6), eight (8) hours, and/or 12 hours per
12 workday, and/or more than 40 hours per workweek.

13 47. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
14 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
15 minimum, regular, overtime, and double time wages), due to Defendants' practices of failing to pay
16 wages for all hours worked, requiring off-the-clock work without compensation, and automatically
17 deducting time worked, among other things.

18 48. As a direct and proximate result of Defendants' unlawful conduct, as set forth
19 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
20 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to
21 be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

22 49. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
23 as described herein and below.

24 **SECOND CAUSE OF ACTION**

25 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**

26 **THEREOF)**

27 **(Against All Defendants)**

28 50. Plaintiff incorporates by reference all previous paragraphs of this FAC as though

1 fully set forth herein.

2 51. At all relevant times, Defendants had a duty to comply with Labor Code sections
3 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

4 52. Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an
5 Defendants' from employing any person for a work period of more than 5 hours per day without
6 providing the employee with a meal period of not less than 30 minutes (commencing before the
7 employee's fifth hour of work), except that if the total work period per day is no more than 6 hours,
8 the meal period may be waived by mutual consent of the Defendants' and employee. A second
9 meal period of not less than 30 minutes is required if an employee works more than 10 hours per
10 day and must begin before the employee's tenth hour of work, except if the total hours worked is
11 no more than 12 hours, the second meal period may be waived by mutual consent of the
12 Defendants' and employee, but only if the first meal period was not waived.

13 53. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is
14 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
15 duty' meal period and counted as time worked."

16 54. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an Defendants'
17 from requiring any employee to work during a meal period mandated by any California statute,
18 regulation, standard or order. If an Defendants' fails to provide an employee with a meal period in
19 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
20 Defendants' pay the employee one additional hour of pay at the employee's regular rate of
21 compensation for each workday that the meal period is noncompliant.

22 55. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
23 meal periods when working more than five (5) and/or 10 hours per day because their first and/or
24 second meal periods were late, missed, interrupted, and/or not free of all duties.

25 56. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
26 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
27 applicable IWC Wage Order and California Code of Regulations.

28 57. Plaintiff is informed, believes, and thereon alleges that Class Members did not

1 voluntarily waive their meal periods.

2 58. As a direct and proximate result of Defendants' unlawful conduct, as set forth
3 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
4 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
5 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
6 violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to
7 statute.

8 59. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
9 as described herein and below.

10 **THIRD CAUSE OF ACTION**

11 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**
12 **THEREOF)**

13 **(Against All Defendants)**

14 60. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
15 fully set forth herein.

16 61. At all relevant times, Defendants had a duty to comply with Labor Code section
17 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

18 62. Labor Code section 226.7(a) states "No Defendants' shall require any employee to
19 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
20 Commission."

21 63. Section 12 of the applicable IWC Wage Order provides in relevant part that:

22 (A) Every Defendants' shall authorize and permit all employees to
23 take rest periods, which insofar as practicable shall be in the middle
24 of each work period. The authorized rest period time shall be based
25 on the total hours worked daily at the rate of ten (10) minutes net rest
26 time per four (4) hours or major fraction thereof. However, a rest
27 period need not be authorized for employees whose total daily work
28 time is less than three and one-half (3 1/2) hours. Authorized rest
period time shall be counted as hours worked for which there shall be
no deduction from wages.

(B) If an Defendants' fails to provide an employee a rest period in
accordance with the applicable provisions of this order, the

1 Defendants' shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each work day that the
3 rest period is not provided.

4 64. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
5 Plaintiff and Class Members worked in excess of 3.5 hours, six (6) hours, and/or 10 hours per
6 workday.

7 65. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
8 minute rest periods for every four hours worked or major fraction thereof because rest breaks were
9 missed, interrupted, shortened, and/or restricted to the worksite.

10 66. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
11 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
12 applicable IWC Wage Order.

13 67. As a direct and proximate result of Defendants' unlawful conduct, as set forth
14 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
15 of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To
16 the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will
17 also seek attorneys' fees and costs pursuant to statute.

18 68. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
19 as described herein and below.

20 **FOURTH CAUSE OF ACTION**

21 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

22 **(Against All Defendants)**

23 69. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
24 fully set forth herein.

25 70. At all relevant times, Defendants had a duty to comply with Labor Code section 226
26 and the applicable IWC Wage Orders and California Code of Regulations.

27 71. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
28 of wages, Defendants' must furnish each employee with an accurate itemized wage statement in
writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the

1 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from
2 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four
3 digits or employment identification number of the employee, (8) the name and address of the legal
4 entity that is the Defendants', and (9) all applicable hourly rates in effect and the corresponding
5 number of hours worked at each hourly rate.

6 72. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of
7 a knowing and intentional failure by an Defendants' to provide an accurate itemized wage statement
8 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
9 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee,
10 in addition to an award of costs and attorneys' fees.

11 73. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
12 showing, among other things, when the employee begins and ends each work period, meal periods
13 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
14 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
15 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
16 knowingly and intentionally failed to comply with the IWC Wage Orders.

17 74. Throughout the Class Period, Defendants provided wage statements that did not
18 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
19 corresponding pay rate, and the gross and net wages earned, among other things, making it difficult
20 for Plaintiff and Class Members to determine whether they were paid correctly for all hours worked,
21 which deductions were made, and the extent of any underpayment. Plaintiff has had to file this
22 lawsuit in order to determine the extent of the underpayment of wages, thereby causing Plaintiff to
23 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
24 costs had Defendants provided the accurate wages earned. This has also delayed Plaintiff's ability
25 to demand and recover the underpayment of wages from Defendants. Defendants' violations of
26 Labor Code section 226(a) prevented Plaintiff and Class Members from knowing, understanding
27 and disputing the wages paid to them, and resulted in an unjustified economic enrichment to
28 Defendants.

1 75. Defendants knowingly and intentionally failed to provide accurate, itemized wage
2 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
3 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are
4 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

5 76. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
6 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the
7 recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

8 77. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
9 as described herein and below.

10 **FIFTH CAUSE OF ACTION**
11 **(WAITING TIME PENALTIES)**
12 **(Against All Defendants)**

13 78. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
14 fully set forth herein.

15 79. At all relevant times, Defendants had a duty to comply with Labor Code
16 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
17 Regulations. Defendants failed to comply with these final paycheck requirements with respect to
18 Plaintiff and Waiting Time Subclass Members.

19 80. Labor Code section 201 requires that if an Defendants' discharges an employee, the
20 wages earned and unpaid at the time of discharge are due and payable immediately.

21 81. Labor Code section 202 requires that if "an employee not having a written contract
22 for a definite period" quits, the employee's wages shall become due and payable no later than
23 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
24 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 82. Labor Code section 203 provides that if an Defendants' willfully fails to pay,
26 without abatement or reduction, any wages of an employee who is discharged or quits, the wages
27 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
28 until an action therefor is commenced, but that the wages shall not continue for more than 30 days

1 per employee.

2 83. Plaintiff and the Waiting Time Subclass are entitled to compensation for unpaid
3 wages earned, including, but not limited to, minimum, regular, overtime, and double time wages,
4 compensation for non-compliant meal periods and rest periods, and unpaid reimbursements but to
5 date have not received such compensation, therefore they are entitled to penalties pursuant to Labor
6 Code section 203.

7 84. As a consequence of Defendants' willful conduct in failing to pay all earned wages,
8 Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants'
9 failure to timely pay wages upon separation of employment, in addition to prejudgment interest,
10 attorneys' fees, and costs in amounts that will be established at trial.

11 85. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
12 as described herein and below.

13 **SIXTH CAUSE OF ACTION**

14 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

15 **(Against All Defendants)**

16 86. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
17 fully set forth herein.

18 87. At all relevant times, Defendants had a duty to comply with Labor Code
19 sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

20 88. Labor Code section 2800 requires Defendants' to indemnify employees for losses
21 caused by the Defendants' want of ordinary care. To the extent Defendants claim that Plaintiff and
22 Class Members failed to request, demand, notify or otherwise seek reimbursement for their
23 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
24 Members due to their own negligence.

25 89. Labor Code section 2802(a) requires that Defendants' indemnify and reimburse
26 employees for all business expenses, which are defined as all necessary expenditures or losses
27 incurred by the employee in direct consequence of the discharge of the employee's duties or
28 otherwise incurred based on the employee's obedience to the Defendants' directions. Labor Code

1 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
2 the date on which the employee incurred the necessary expenditure or loss. Labor Code
3 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
4 Code section 2802, to also recover attorneys' fees and costs.

5 90. During the Class Period, Defendants required Plaintiff and Class Members to use
6 their personal cellular phones without reimbursement.

7 91. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and
8 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class Members
9 for all of their out-of-pocket business expenses incurred in the discharge of their job duties.

10 92. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
11 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
12 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

13 93. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
14 as described herein and below.

15 **SEVENTH CAUSE OF ACTION**

16 **(UNFAIR BUSINESS PRACTICES)**

17 **(Against All Defendants)**

18 94. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
19 fully set forth herein.

20 95. California Business & Professions Code Section 17200, *et seq.* prohibits unfair
21 competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

22 96. Defendants' conduct, as alleged herein, has been and continues to be unfair,
23 unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to
24 enforce important rights affecting the public interest within the meaning of California Code of Civil
25 Procedure section 1021.5.

26 97. Defendants' activities, as alleged herein, violate California law and constitute
27 unlawful business acts or practices in violation of California Business and Professions Code
28 sections 17200, *et seq.*

1 98. A violation of Business and Professions Code sections 17200, *et seq.* may be
2 predicated on the violation of any state or federal law.

3 99. Plaintiff brings this action on behalf of himself and all members of the general
4 public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below
5 constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of
6 the UCL. Defendants' policies and practices have violated state law in at least the following
7 respects:

8 (a) Failing to pay all minimum, regular, overtime, and double time wages due
9 to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 510, 1182.12, 1194,
10 1194.2, 1197, and 1198;

11 (b) Failing to provide compliant meal periods or compensation in lieu thereof in
12 violation of Labor Code sections 226.7 and 512;

13 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
14 thereof in violation of Labor Code section 226.7;

15 (d) Intentionally failing to provide Plaintiff and Class Members with accurate
16 itemized wage statements in violation of Labor Code section 226;

17 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
18 Subclass Members upon separation of employment in violation of Labor Code sections 201, 202
19 and 203;

20 (f) Failing to reimburse Plaintiff and Class Members all necessary business
21 expenses in violation of Labor Code sections 2800 and 2802; and

22 (g) Violations of the IWC Wage Orders for the same conduct above.

23 100. Defendants' course of conduct, acts, and practices in violation of California law
24 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
25 conduct described herein violates the policy or spirit of such laws or otherwise significantly
26 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
27 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements
28 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions

described herein constitute an unfair business practices or acts within the meaning of the UCL.

101. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and premiums, etc.) obtained by Defendants through the unfair and unlawful business practices described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of justice for Defendants to continue to retain the property of Plaintiff and Class Members.

102. Defendants' failure to adopt and implement policies in accordance with and/or adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors, engenders an unfair competitive advantage for Defendants against its competitors, thereby constituting an unfair business practice, as set forth in the UCL.

103. Pursuant to California Business and Professions Code section 17203, as a direct and proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf of all employees similarly situated, is entitled to equitable and injunctive relief, against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease and desist from engaging in the practices described herein.

104. Plaintiff and Class Members also request any other such legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper, including an injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent practices alleged in this FAC.

105. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class Members are entitled to and seek other appropriate relief available under California Business & Professions Code sections 17200 *et seq.* Plaintiff, on behalf of himself and the Class, also seeks recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by California Code of Civil Procedure section 1021.5.

106. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief

as described herein and below.

EIGHTH CAUSE OF ACTION

(VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(Against All Defendants)

107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

108. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

109. On March 10, 2021, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend his Complaint to add a PAGA cause of action.

110. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part." More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend his Complaint as a matter of right within this 60 day period as specified by Labor Code section 2699.3(a)(2)(C).

111. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of

1 himself and other current or former employees pursuant to the procedures specified in Labor Code
2 section 2699.3.

3 112. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
5 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
6 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
7 pay period in which Defendants violated these provisions of the Labor Code.

8 113. Defendants' conduct violates numerous Labor Code sections, including, but not
9 limited to, the following:

10 (a) Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1194, 1197,
11 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime,
12 and double time wages) owed to Plaintiff and other aggrieved employees during employment and
13 upon separation of employment as herein alleged;

14 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
15 periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed
16 meal periods as herein alleged;

17 (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to
18 Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods
19 as herein alleged;

20 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide
21 accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

22 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
23 accurate records regarding the employment of Plaintiff and other aggrieved employees as herein
24 alleged; and

25 (f) Violation of Labor Code section 2800 and 2802 for failure to reimburse
26 Plaintiff and other aggrieved employees for business expenses.

27 114. Further, Labor Code section 558(a) provides "[a]ny employer or other person acting
28 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare Commission
2 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
3 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
4 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
5 for which the employee was underpaid.”

6 115. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
7 either individually or as an officer, agent, or employee of another person, who pays or causes to be
8 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
9 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
10 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
11 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
12 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
13 pay period for which the employee is underpaid regardless of whether the initial violation is
14 intentionally committed.

15 116. As set forth above, Defendants have violated numerous provisions of the Labor
16 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
17 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the
18 underpaid employees, and the State of California.

19 117. Plaintiff is an “aggrieved employee” because he was employed by the alleged
20 violators and had one or more of the alleged violations committed against him, and therefore is
21 properly suited to represent the interests of all other aggrieved employees.

22 118. Plaintiff has exhausted the procedural requirements under Labor Code section
23 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself
24 and all other aggrieved employees under the PAGA.

25 119. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
26 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
27 above.

28 120. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred

1 herein.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated and other
4 aggrieved employees, prays for judgment and the following specific relief against Defendants,
5 jointly and severally, as follows:

6 1. That the Court certify the proposed Class and Subclasses, and any other class or
7 subclasses as appropriate under California Code of Civil Procedure section 382;

8 2. That Plaintiff be appointed as the Class Representative;

9 3. That Jose Garay, APLC and the Law Office of Daniel J. Hyun be appointed as Class
10 Counsel for all purposes;

11 4. For compensatory damages in an amount according to proof with interest thereon;

12 5. For such general, economic, and/or special damages in an amount according to proof
13 with interest thereon;

14 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
15 penalties, including interest thereon;

16 7. For waiting time penalties pursuant to Labor Code section 203;

17 8. For statutory penalties to the extent permitted by law, including those pursuant to
18 the Labor Code and IWC Wage Orders;

19 9. For the amounts provided for in Labor Code section 226.7;

20 10. For attorney's fees, costs of suit, including expert fees, and interest pursuant to
21 Labor Code sections 218.6, 226, 1194, 2802, 2698 *et seq.*, and California Code of Civil Procedure
22 section 1021.5;

23 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
24 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
25 Professions Code sections 17200 *et seq.*;

26 12. For an order requiring Defendants to restore and disgorge all funds to each employee
27 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
28 and, therefore, constituting unfair competition under Business and Professions Code sections

17200, *et seq.*;

13. For liquidated damages pursuant to Labor Code section 1194.2;

14. For permanent injunctive relief described in the UCL cause of action;

15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, California Civil Code sections 3287 and 3289, and applicable law;

16. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;

17. A declaratory judgment that the practices complained of herein are unlawful under California law;

18. Such other equitable relief as the Court may deem proper;

19. For PAGA penalties; and

20. An award of such other and further relief as this Court may deem appropriate.

Dated: July 1, 2021

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN



By: _____

Daniel J. Hyun
Jose R. Garay
Attorneys for Plaintiff MOISES RAMIREZ

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PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 1100 W. Town & Country Rd., Ste 1250, Orange, CA 92868. On July 1, 2021, I served the foregoing documents:

• FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all interested parties in this action as follows:

**** SEE ATTACHED SERVICE LIST ****

[X] (BYE-MAIL) In accordance with the Judicial Council's emergency orders requiring electronic service during the COVID-19 pandemic and/or service agreement between the parties in this action, I transmitted a true and copy of this document(s), in pdf. and/or word format by electronic mail to the electronic mail address(es) listed below for each addressee, and received no reply messages indicating delivery failure.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 1, 2021, at Irvine, California.



Daniel J. Hyun

Service List

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Attorneys for Defendant CASA OROZCO INCORPORATED