

1 BOKHOUR LAW GROUP, P.C.

Mehrddad Bokhour, Esq. (CA Bar No. 285256)

2 *mehrdad@bokhourlaw.com*

3 1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

4 Tel: (310) 975-1493; Fax: (310) 675-0861

5 THE FINKEL FIRM

Jake D. Finkel, Esq. (CA Bar No. 293954)

6 *jake@lawfinkel.com*

7 3470 Wilshire Blvd, Suite 830

Los Angeles, California 90010

8 Tel: (213) 787-7411; Fax: (323) 916-0521

9 Attorneys for Plaintiffs and the Putative Class

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA**11 FOR THE COUNTY OF LOS ANGELES**12 GRACIELA TORRES, on behalf of herself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 PENSAR BIG, INC. DBA EL POLLO LOCO, a
17 Delaware Limited Liability Company; and
DOES 1-50, inclusive.18 Defendants.
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28**FILED**
Superior Court of California
County of Los Angeles

09/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Gonzalez Deputy

CASE NO.: 21PSCV00485

**FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY ALL REGULAR WAGES
- (2) FAILURE TO PAY ALL MINIMUM WAGES;
- (3) FAILURE TO PAY ALL OVERTIME WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT AND UPON TERMINATION;
- (8) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
- (9) FAILURE TO PROVIDE PERSONNEL RECORDS
- (10) FAILURE TO PROVIDE PAY RECORDS
- (11) UNFAIR COMPETITION; and
- (12) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Graciela Torres (“Plaintiff”) on behalf of herself, and all other similarly situated non-
2 exempt employees, alleges and complains of defendant Pensar Big, Inc. DBA El Pollo Loco and
3 DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a restaurant operator and franchisee of El Pollo Loco with locations
6 throughout Southern California.

7 2. Plaintiff brings this class action against Defendants for alleged violations of the
8 California Labor Code, Business and Professions Code, and the Labor Code Private Attorneys
9 General Act of 2004.

10 3. As set forth below, Plaintiff alleges that Defendants failed to pay for all minimum,
11 regular, and overtime wages at the “regular rate of pay” due to their uniform timekeeping
12 policies/practices which failed to accurately capture and record all hours worked. Plaintiff further
13 alleges that Defendants’ meal and rest period policies and practices did not allow and permit all
14 compliant and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu
15 thereof. Plaintiff also alleges that Defendants did not reimburse her for business expenses incurred
16 while performing her job duties for Defendants.

17 4. As a result, Plaintiff alleges that Defendants failed to provide non-exempt employees
18 with accurate written itemized wage statements, failed to keep and provide complete and accurate
19 payroll records, and failed to timely pay all final wages during employment and upon separation of
20 employment.

21 5. Based on these alleged Labor Code violations, Plaintiff now brings this class and
22 PAGA representative action to recover unpaid wages, liquidated damages, restitution, penalties, and
23 other related relief on behalf of herself and all others similarly situated.

24 **JURISDICTION AND VENUE**

25 6. Plaintiff, on behalf of herself and all others similarly situated employees hereby brings
26 this class and PAGA representative action for recovery of unpaid wages and penalties under
27 California Labor Code §§ 201-203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516,
28 558, 558.1, 1174, 1174.5, 1197, 1197.1, 1194, 1198, 1199, 2802, 3700.5, 2698 *et seq.* and applicable

1 Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory
2 relief and restitution pursuant to California Business and Professions Code § 17200, *et. seq.*

3 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

4 8. This Court has jurisdiction over Defendants’ violations of the California Labor Code
5 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
6 minimum.

7 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
8 §§ 395(a) and 395.5, Defendants principal place of business is within the County of Los Angeles,
9 and/or otherwise are found within the County of Los Angeles and Defendants are within the
10 jurisdiction of this Court for purposes of service of process.

11 **PARTIES**

12 10. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
13 California resident residing in the State of California. Defendants employed Plaintiff as a non-exempt
14 employee in San Jose, California in the County of Los Angeles.

15 11. Plaintiff is informed and believes and thereon alleges that defendant Pensar Big, Inc.
16 dba El Pollo Loco is authorized to and doing business in California and are and/or were the legal
17 employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was,
18 and is, a victim of Defendants’ policies and/or practices complained of herein and has been deprived
19 of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221, 226, 226.3,
20 226.7, 227.3, 233, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1197, 1197.1, 1194, 1198, 1199,
21 2802, 3700.5, 2698 *et seq.*, and the California Business and Professions Code § 17200 *et seq.*, and
22 applicable Wage Orders.

23 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
24 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
25 do) business in the State of California, County of Los Angeles.

26 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
2 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
3 corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
5 alleged herein.

6 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
8 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
9 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
10 them, were the agents, servants, and employees of each and every one of the other Defendants, as
11 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
12 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

14 15. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
17 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
18 Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 16. Defendant is a restaurant operator and franchisee of El Pollo Loco with locations
21 through Southern California. Plaintiff began working for Defendants in 1999 until her separation of
22 employment on May 2020. Plaintiff and other non-exempt employees (including, but not limited to
23 cashiers, food prepare, general assistants, and all other non-exempt positions) were responsible for
24 all aspects of Defendants' business in California.

25 17. First, at all relevant times, Defendants implemented a uniform timekeeping
26 practice/policy that failed to accurately record/capture Plaintiff' and other non-exempt employees'
27 time entries, resulting in a failure to calculate and provide payment of all minimum, regular, and
28 overtime wages. Instead of recording the actual hours to the minute worked, Defendants utilized a

1 timekeeping policy/practice that assumed that non-exempt employees arrived and departed exactly at
2 the time of their pre-scheduled shifts without accounting for actual time worked, and resulting in off-
3 the-clock work. Indeed, Defendants' time keeping policy/practice is not neutral and non-exempt
4 employees were subject to discipline for being tardy in reporting to work or returning from a meal or
5 rest period or for leaving early. Because Defendants are capable of tracking the actual time worked
6 to the minute, the policy/practice exists not for the convenience or benefit of the employees who are
7 reporting to work early and trying to report their time correctly, but for Defendants' benefit. As a
8 result of this policy/practice, Plaintiff and other non-exempt employees are not properly compensated
9 for all the hours that they work and paid all of the overtime hours they work at the "regular rate of
10 pay," in violation of Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
11 applicable Wage Orders.

12 18. As a result, over a period of time, Plaintiff and other non-exempt employees were not
13 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 512, 558, 1194,
14 1194.2, 1197, 1197.1, 1198, 1199, and applicable Wage Orders. Additionally, as a result of
15 Defendants' unlawful policies, Plaintiff and other non-exempt employees were also not properly paid
16 at the correct overtime rate at the "regular rate of pay" for hours worked in excess of eight hours per
17 shift in violation of Labor Code § 510. Plaintiff and the Class also were not paid sick pay premiums
18 at the regular rate of pay in violation of Cal. Labor Code § 246.

19 19. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
20 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
21 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
22 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
23 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
24 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
25 underpaid regardless of whether the initial violation is intentionally committed.

26 20. Labor Code § 510 requires an employer to compensate an employee who works more
27 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
28 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of

1 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
2 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
3 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
4 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
5 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
6 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

7 21. Accordingly, and to the extent permitted by law, Plaintiff and other non-exempt
8 employees are entitled to recover unpaid minimum, regular, and overtime wages and penalties for
9 violations of Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199.

10 22. Next, at all relevant times, Plaintiff and other non-exempt employees were often not
11 allowed and permitted to take all compliant and timely 30-minute off-duty meal periods as required
12 by California law. Due to Defendants' uniform meal period policies/practices and operational
13 requirements, Plaintiff and other non-exempt employees were often unable to take timely, complete,
14 and uninterrupted 30-minute first meal periods before the end of the fifth hour of work. When Plaintiff
15 and other non-exempt employees worked in excess of 10.0 hours in a shift, they were not always
16 allowed and permitted to take a mandated timely, complete, and uninterrupted 30-minute second meal
17 period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage
18 Orders.

19 23. Each time Plaintiff and other non-exempt employees were unable to take a compliant
20 meal period (i.e., when they took a late, short, or missed a meal period), Defendants failed and
21 continues to fail to pay meal period premium payments at the "regular rate of pay" as required by
22 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 ("*Ferra*") and Labor Code § 226.7.

23 24. Accordingly, due to Defendants' uniform meal period policies/practices, Plaintiff and
24 other non-exempt employees were often denied legally compliant meal periods in violation of Labor
25 Code §§ 226.7, 512, 516, and applicable Wage Orders.

26 25. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were often
27 not provided with all net 10-minute rest periods for every four hours worked, or major fraction thereof
28 due to Defendants' uniform rest period policies/practices and operational requirements. Indeed,

1 Plaintiff and other non-exempt employees were often not allowed and permitted to take all of their
2 rest periods, including second rest periods for shifts in excess of six hours, and a third rest periods for
3 shifts in excess of 10.0 hours in a workday. In addition, non-exempt employees' rest periods were
4 often impeded by work demands and operational requirements. Finally, Defendants also required
5 Plaintiff and other non-exempt employees to remain on premises during rest periods. As a result,
6 Plaintiff and other non-exempt employees were and are routinely unable to take a net 10-minute duty
7 free rest periods for every major fraction of four hours worked.

8 26. By not relieving all non-exempt employees of all duties during rest periods, Defendants
9 often failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.*
10 (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of
11 all duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California
12 Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period
13 to employees who worked as security guards and further explained “that employers [must] relinquish
14 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*
15 at 273.

16 27. Each time Plaintiff and other non-exempt employees were unable to take a compliant
17 rest period, Defendants often failed and continue to fail to adequately pay rest period premium
18 payments at the “regular rate of pay” as required by Labor Code § 226.7.

19 28. Accordingly, due to Defendants' uniform rest period policies/practices, Plaintiff and
20 other non-exempt employees were also often denied legally compliant rest breaks in violation of
21 Labor Code §§ 226.7, 512, 516, and applicable Wage Orders.

22 29. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for
23 all hours they were subject to the control of Defendants, including all minimum and overtime wages,
24 and Defendants' failure to adequately pay for meal and rest period premiums and sick pay at the
25 “regular rate of pay,” Defendants issued wage statements which failed to accurately identify the gross
26 wages earned, the total hours worked, the net wages earned, and the correct corresponding number
27 of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9). Further, at
28 all relevant times, Defendants' wage statements also failed to include the correct name and address

1 of the legal entity that is the employer in violation of Labor Code § 226(a)(8).

2 30. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
3 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
4 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
5 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
6 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

7 31. Consequently, because Defendants failed to comply with Labor Code § 226(a), Plaintiff
8 and other non-exempt employees would be entitled to recover penalties under Labor Code §§ 226(e).

9 32. Because of the aforementioned Labor Code violations, Plaintiff alleges that Defendants
10 have failed to keep, maintain, and provide accurate payroll records. Labor Code section 1198
11 provides that the maximum hours of work and the standard conditions of labor shall be those fixed
12 by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further
13 provides that “[t]he employment of any employees for longer hours than those fixed by the order or
14 under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage
15 Order, employers are required to keep accurate time records showing when the employee begins and
16 ends each work period and meal period. Labor Code section 1174(d) further provides that “[e]very
17 person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all
18 employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at
19 the plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
21 applicable piece rate paid to, employees employed at the respective plants or establishments.” As a
22 result of Defendants’ failure to pay Plaintiff and other non-exempt employees for all hours they were
23 subject to the control of Defendants, Plaintiff alleges Defendant failed to keep accurate records in
24 violation of sections 1174 and 1198. Plaintiff is further informed and believes, and thereon alleges,
25 that Defendants also have not timely provided Plaintiff and Class members’ employment records
26 pursuant to Labor Code section 226(c), which requires an employer to produce records within 21
27 days, and Section 1198.5, which requires an employer to produce records within 30 days.

28 33. Labor Code section 2802 provides that an employer must reimburse employees for all

1 necessary expenditures and losses incurred by the employee in the performance of his or her job. The
2 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing
3 business and operating expenses on to their employees. *See Cochran v. Schwan's Home Service,*
4 *Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable Wage Order provides that: “[w]hen
5 uniforms are required by the employer to be worn by the employee as a condition of employment,
6 such uniforms shall be provided and maintained by the employer.” Plaintiff is informed and believes,
7 and thereon alleges, that Defendants knew or should have known that Plaintiff and the Class were
8 entitled to receive reimbursement for all business-related expenses and costs they incurred during the
9 course and scope of their employment, such as for personal cellular phone usage and work uniforms,
10 and that they did not receive reimbursement of applicable business-related expenses and costs
11 incurred.

12 34. Moreover, Plaintiff is informed and believes, and thereon alleges, that Defendants
13 failed to pay sick pay to Plaintiff and the Class pursuant to Labor Code section 246 and did not
14 provide workers’ compensation coverage for Plaintiff and the Class in violation of Labor Code
15 section 3700.5.

16 35. Finally, because of, Defendants’ failure to pay all minimum and overtime wages, and
17 meal and rest period premiums at the “regular rate of pay”, Defendants also failed and continue to
18 fail to pay Plaintiff and other non-exempt employees all wages owed during their employment and at
19 their time of separation from employment in violation of Labor Code §§ 201-204 and 210. Thus,
20 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code
21 §§ 201-204 and 210.

22 **CLASS ACTION ALLEGATIONS**

23 36. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
24 382 of the Code of Civil Procedure:

25 All non-exempt employees who work or worked for Defendants in
26 California, during the four years immediately preceding the filing of the
27 Complaint through the date of trial. (“Class”);

28 All non-exempt employees who worked for Defendants in California and

1 who worked overtime hours during at least one shift, during the four years
2 immediately preceding the filing of the Complaint through the date of trial.
3 (“Overtime Subclass”);

4 All employees who work or worked for Defendants in California, during
5 the one year immediately preceding the filing of the Complaint through the
6 date of trial. (“Wage Statement Subclass”)

7 All employees who work or worked for Defendants in California, and who
8 left their employ during the three years immediately preceding the filing of
9 the Complaint through the date of trial. (“Waiting Time Penalty Subclass”)
10 (collectively “the Classes”)

11 37. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
12 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
13 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
14 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
15 Defendants’ employment and payroll records.

16 38. **Common Questions of Law and Fact Predominate/Well Defined Community of**
17 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
18 employees, which predominate over questions affecting only individual members including, without
19 limitation to:

20 1. Whether Defendants’ uniform timekeeping practices failed to accurately capture,
21 record, and calculate all hours worked resulted in a failure to pay all minimum and overtime wages;

22 2. Whether Defendants provided legally compliant meal and rest periods or proper
23 compensation in lieu thereof at the “regular rate of pay” to members of the Class;

24 3. Whether Defendants failed to reimburse Plaintiff and the Class members for necessary
25 and required business-related expenditures incurred in the scope of employment;

26 4. Whether Defendants furnished legally compliant wage statements to members of the
27 Wage Statement Subclass pursuant to Labor Code § 226(a); and

28 5. Whether the timing and amount of payment of wages during employment and final
wages to members of the Waiting Time Penalty Subclass at the time of separation from employment

1 were unlawful.

2 39. **Predominance of Common Questions:** Common questions of law and fact
3 predominate over questions that affect only individual members of the Classes. The common
4 questions of law set forth above are numerous and substantial and stem from Defendants' policies
5 and/or practices applicable to each individual class member, such as Defendants' failure to pay all
6 minimum and overtime wages due to their timekeeping policy/practice failing to accurately capture
7 and record all hours worked, Defendants' failure to provide all compliant meal and rest periods or
8 compensation at the "regular rate of pay" in lieu thereof, and Defendants' resulting failure to provide
9 accurate itemized wage statements, and to pay for all wages due upon separation of employment. As
10 such, the common questions predominate over individual questions concerning each individual class
11 member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

12 40. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
13 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
14 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
15 Plaintiff, like the members of the Classes was deprived of minimum wages and overtime wages, was
16 deprived of meal and rest period premium wages, was subject to Defendants' uniform meal and rest
17 period policies/practices, was not provided accurate itemized wage statements, and was not paid all
18 wages owed during employment and upon separation of employment.

19 41. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
20 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
21 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
22 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
23 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
24 members of the Classes.

25 42. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
26 important public interest in establishing minimum working conditions and standards in California.
27 These laws and labor standards protect the average working employee from exploitation by
28 employers who have the responsibility to follow the laws and who may seek to take advantage of

1 superior economic and bargaining power in setting onerous terms and conditions of employment. The
2 nature of this action and the format of laws available to Plaintiff and members of the Classes make
3 the class action format a particularly efficient and appropriate procedure to redress the violations
4 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
5 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
6 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

7 43. Moreover, requiring each member of the Classes to pursue an individual remedy would
8 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
9 against their former and/or current employer for real and justifiable fear of retaliation and permanent
10 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
11 the individual class members, even if possible, would create a substantial risk of inconsistent or
12 varying verdicts or adjudications with respect to the individual class members against Defendants
13 herein; and which would establish potentially incompatible standards of conduct for Defendants;
14 and/or legal determinations with respect to individual class members which would, as a practical
15 matter, be dispositive of the interest of the other class members not parties to adjudications or which
16 would substantially impair or impede the ability of the class members to protect their interests.
17 Further, the claims of the individual members of the class are not sufficiently large to warrant
18 vigorous individual prosecution considering all of the concomitant costs and expenses attending
19 thereto. As such, the Classes identified in Paragraph 36 are maintainable as Classes under § 382 of
20 the Code of Civil Procedure.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY ALL REGULAR WAGES**

23 **(AGAINST ALL DEFENDANTS)**

24 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 45. Section 2 of the applicable Wage Order establishes that compensable work time is “the
26 time during which an employee is subject to the control of an employer, and includes all the time the
27 employee is suffered or permitted to work, whether or not required to do so.”

28 46. At all relevant times, Defendants failed to compensate Plaintiff and the members of

1 the Class for all hours worked.

2 47. Under the aforementioned Wage Order, Plaintiff is entitled to recover compensation
3 for all hours worked but not paid by Defendants for the relevant time period.

4 48. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
5 Plaintiff and the Class have sustained economic damages, including but not limited to unpaid wages
6 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
7 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
8 the California Labor Code and applicable Wage Orders.

9 49. Defendants' practice and uniform administration of corporate policy regarding illegal
10 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
11 of the Class in a civil action for the unpaid amount of unpaid wages, attorney's fees, and costs of suit
12 according to Labor Code §§ 512, 558, 1194, and 1198.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY ALL MINIMUM WAGES**

15 **(AGAINST ALL DEFENDANTS)**

16 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 51. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
18 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts
19 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
20 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
21 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
22 the unpaid wages and interest accrued thereon.

23 52. At all relevant times herein, Defendants failed to conform their pay practices to the
24 requirements of the Labor Code and California law. This unlawful conduct includes but is not limited
25 to Defendants' uniform timekeeping policies/practices of failing to accurately capture, record, and
26 provide payment for all hours worked, resulting in these individuals not being paid for all hours
27 actually worked (including off-the-clock work). Accordingly, Plaintiff and members of the Class
28 were not compensated for all hours worked including, but not limited to, all hours they were subject

1 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
2 and applicable Wage Orders.

3 53. Labor Code § 1198 makes unlawful the employment of an employee under conditions
4 that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer
5 who has failed to pay its employees the legal minimum wage is liable to pay those employees the
6 unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
7 due and interest thereon.

8 54. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
9 Plaintiff and the Class have sustained economic damages, including but not limited to unpaid wages
10 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
11 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
12 the California Labor Code and applicable Wage Orders.

13 55. Defendants' practice and uniform administration of corporate policy regarding illegal
14 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
15 of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including
16 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204,
17 210, 221, 558, 1194 *et seq.*, 1197, 1197.1, 1198, and Code of Civil Procedure § 1021.5.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 57. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
23 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
24 hours worked and provide a private right of action for the failure to pay all overtime compensation
25 for overtime work performed.

26 58. At all times relevant herein, Defendants were required to properly pay Plaintiff and
27 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
28 § 1194 and the applicable Wage Orders.

1 59. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
2 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
3 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
4 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
5 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
6 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate or
7 properly calculate overtime wages for Plaintiff or members of the Overtime Subclass at one and one-
8 half times or double their regular rate of pay for such hours.

9 60. Defendants failed to conform their pay practices to the requirements of the law. This
10 unlawful conduct includes but is not limited to Defendants’ of failing to accurately capture and record
11 all hours worked, which resulted in Plaintiff and the Overtime Subclass not being paid all overtime
12 wages owed.

13 61. The foregoing policies and practices are unlawful and create entitlement to recovery
14 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
15 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
16 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
17 of Civil Procedure § 1021.5.

18 **FOURTH CAUSE OF ACTION**

19 **MEAL PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 63. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
23 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
24 and members of the Class, with all required meal periods in accordance with the mandates of the
25 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
26 Allegations section of this Complaint.

27 64. Despite Defendants’ violations, Defendants have not paid an additional hour of pay at
28 the “regular rate of pay” to Plaintiff and members of the Class at their respective regular rates of pay

1 for each violation, in accordance with *Ferra* and Labor Code § 226.7.

2 65. As a result, Defendants are responsible for paying premium compensation for meal
3 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
4 applicable Wage Orders, Labor Code §§ 226.7, 512, 516, and Civil Code §§ 3287(b) and 3289.

5
6 **FIFTH CAUSE OF ACTION**
7 **REST PERIOD VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 67. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
11 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
12 each four (4) hour period worked, or major fraction thereof.

13 68. Due to their unlawful rest period policy and practices, Defendants did not authorize
14 and permit Plaintiff and members of the Class to take all rest periods to which they were legally
15 entitled. Defendants also required Plaintiff and other non-exempt employees to remain on premises
16 during rest periods. As a result, Plaintiff and other non-exempt employees were and are routinely
17 unable to take a net 10-minute duty free rest periods for every major fraction of four hours worked.
18 Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular
19 rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for each
20 violation, in accordance with California Labor Code § 226.7.

21 69. The foregoing violations create an entitlement to recovery by Plaintiff and members
22 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
23 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
24 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

25 **SIXTH CAUSE OF ACTION**
26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
27 **(AGAINST ALL DEFENDANTS)**

28 70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 71. Labor Code 226(a) states in pertinent part the following:

2 “(a) An employer, semimonthly or at the time of each payment of wages,
3 shall furnish to his or her employee, either as a detachable part of the check, draft,
4 or voucher paying the employee’s wages, or separately if wages are paid by
5 personal check or cash, an accurate itemized statement in writing showing (1) gross
6 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
7 units earned and any applicable piece rate if the employee is paid on a piece-rate
8 basis, (4) all deductions, provided that all deductions made on written orders of the
9 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name
and address of the legal entity that is the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee.”

12 72. As set forth above, during the Class Period, Defendants issued and continue to issue
13 wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
14 which are inadequate under Labor Code Section 226(a).

15 73. As a result of Defendants failure to pay Plaintiff and the Wage Statement Subclass for
16 all regular and overtime wages, and missed meal and rest period premiums at the appropriate legal
17 rate, Defendants failed to include required information on Plaintiff and the Wage Statement Subclass’
18 wage statements, including, but not limited to, the gross wages earned, the net wages earned, the total
19 hours worked, and the corresponding number of hours worked at each hourly rate in violation of
20 Labor Code section 226(a)(1,2,5, and 9).

21 74. Further, at all relevant times, Defendants’ wage statements also failed to include the
22 correct name and address of the legal entity that is the employer in violation of Labor Code §
23 226(a)(8).

24 75. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
25 and intentional.

26 76. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
27 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
28 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial

1 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
2 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants
3 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

4
5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES DURING EMPLOYMENT AND UPON TERMINATION OF**
7 **EMPLOYMENT**
8 **(AGAINST ALL DEFENDANTS)**

9 77. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 78. The actionable period for this cause of action is three years prior to the filing of this
11 Complaint through the present, and on-going until the violation is corrected or the class is certified.

12 79. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
13 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
14 around the time that their employment is or was terminated or ended.

15 80. Labor Code § 203 provides that if an employer willfully fails to pay compensation
16 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
17 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

18 81. Labor Code § 204 provides that all wages earned during employment must be timely
19 paid during employment, and Labor Code § 210 provides for penalties for untimely payment.

20 82. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,
21 including all minimum and overtime wages, sick / vacation time, and their meal and rest period
22 premiums at the "regular rate of pay", during their employment, and prior to or upon termination or
23 separation from employment with Defendants as required by Labor Code §§ 201 and 202 and 204.

24 83. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
25 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant
26 to Labor Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon*
27 *termination entitles an employee to recover waiting time penalties), and for failure to timely pay*
28 *wages during employment pursuant to Labor Code §§ 204 and 210.*

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs

5 85. At all times herein set forth, California Labor Code section 2802 provides that an
6 employer must reimburse employees for all necessary expenditures and losses incurred by the
7 employee in the performance of his or her job.

8 86. During the relevant time period, Plaintiff is informed and believes, and thereby alleges
9 that Defendants failed to reimburse Plaintiff and members of the Class for the costs of their work-
10 related business expenses, including use of personal cellular phones and/or cellular data to carry out
11 their job duties, and for their work uniforms.

12 87. Plaintiff and the Class are therefore entitled to recover from Defendants their business-
13 related expenses incurred during the course and scope of their employment, plus interest.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE PERSONNEL RECORDS**

16 **(AGAINST ALL DEFENDANTS)**

17 88. Plaintiff re-alleges and incorporates by reference all previous paragraphs

18 89. At all times herein set forth, California Labor Code section 1198.5 provides that an
19 employer “shall make the contents of those personnel records available for inspection to the current
20 or former employee, or his or her representative, at reasonable intervals and at reasonable times, but
21 not later than 30 calendar days from the date the employer receives a written request...” Plaintiff is
22 informed and believes, and thereby alleges, that Defendants have failed to timely provide Plaintiff
23 and Class members with personnel records as required by law.

24 90. As a direct result of the violations alleged hereto, Plaintiff and the Class have and
25 continued to suffer losses related to Defendant’s failure to provide records.

26 91. Plaintiff and the Class are therefore entitled, pursuant to Labor Code section 1198.5,
27 to recover penalties from Defendant in the amount of \$750, plus costs and reasonable attorney’s fees.

28 **TENTH CAUSE OF ACTION**

1 **FAILURE TO PROVIDE PAYROLL RECORDS**

2 **(AGAINST ALL DEFENDANTS)**

3 92. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

4 93. At all times herein set forth, California Labor Code section 226(c) provides that an
5 employer “who receives a written or oral request to inspect or copy records...pertaining to a current
6 or former employee shall comply with the request as soon as practicable, but no later than 21 calendar
7 days from the date of the request. A violation of this subdivision is an infraction.” Plaintiff is
8 informed and believes, and thereby alleges, that Defendants have failed to timely provide Plaintiff
9 and Class members with payroll records as required by law.

10 94. As a direct result of the violations alleged hereto, Plaintiff and the Class have and
11 continued to suffer losses related to Defendant’s failure to provide records.

12 95. Plaintiff and the Class are therefore entitled, pursuant to Labor Code section 226(f).
13 to recover penalties from Defendant in the amount of \$750, plus costs and reasonable attorney’s fees.

14 **ELEVENTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(AGAINST ALL DEFENDANTS)**

17 96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 97. Defendants have engaged and continue to engage in unfair and/or unlawful business
19 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
20 failing to pay for all minimum wages and overtime wages, by failing to provide legally required meal
21 and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing to
22 provide accurate wage statements, and by failing to pay all earned wages at the time of separation
23 from employment.

24 98. Defendants’ utilization of these unfair and/or unlawful business practices deprives
25 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
26 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
27 Defendants’ competitors who have been and/or are currently employing workers and attempting to
28 do so in honest compliance with applicable wage and hour laws.

99. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

100. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

TWELFTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT PENALTIES

(AGAINST ALL DEFENDANTS)

101. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

102. Defendants have committed several Labor Code violations against Plaintiff and other non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other non-exempt employees from April 8, 2021 to the present, bring this representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a. Failing to accurately capture, record, calculate, and provide payment for all hours worked, resulting in a failure to pay all minimum and regular wages, in violation of Labor Code §§ 204, 210, 221, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and the applicable Wage Orders;

1 b. Failing to pay all overtime wages at the “regular rate of pay” because of Defendants’
2 policies/practices, in violation of Labor Code §§ 204, 210, 510, 558, 1174, 1194, 1198 and the
3 applicable Wage Orders;

4 c. Failing to provide Plaintiff and other non-exempt employees with all of their
5 statutorily mandated meal or rest periods or compensation at the “regular rate of pay” in lieu thereof
6 in violation of Labor Code §§ 204, 226.7, 510, 512, 516, 558, 1194 1198, and applicable Wage
7 Orders;

8 d. Failing to timely compensate Plaintiff and other non-exempt employees with all
9 earnings during their employment and at their separation of employment in violation of Labor Code
10 §§ 201-204, 210, and 256; and

11 e. Failing to furnish Plaintiff and other non-exempt employees with complete,
12 accurate, itemized wage statements and maintain employment records in violations of Labor Code §
13 226, 226.3, and 1174.

14 f. Failure to reimburse business expenses in violation of Labor Code § 2802.

15 g. Failure to pay sick pay and provide workers’ compensation coverage in violation of
16 Labor Code §§ 233, 246, and 3700.5.

17 h. Failure to maintain and provide accurate and complete payroll records in violation
18 of Labor Code §§ 1174, 1174.5, 1198, and 1198.5.

19 103. Plaintiff has notified Defendants Pensar Big, Inc. via certified mail, and the
20 California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’
21 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
22 Labor Code identified in Paragraph 102(a)-(e). Now that sixty-five days have passed from Plaintiff
23 notifying Defendant and the LWDA of these violations, Plaintiff will have exhausted his
24 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
25 to these violations.

26 104. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect their interests and the interests of other non-exempt employees, and to assess and collect the
28 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which she

1 is entitled to receive under California Labor Code § 2698 *et seq.*

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
4 this suit is brought against Defendants, as follows:

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 558, 1194, and 1198.
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197.1,
12 1198, and 1199;
- 13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 558, 1194, and 1198;
- 15 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 516;
- 17 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 516;
- 19 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a) and (e),
20 and reasonable costs and attorneys' fees;
- 21 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
22 Labor Code §§ 201-204 and 210;
- 23 11. Upon the Eighth Cause of Action, for unpaid business-related expenses and such
24 general and special damages as may be appropriate pursuant to Labor Code § 2802;
- 25 12. Upon the Ninth Cause of Action, for statutory penalties pursuant to Labor Code §
26 1198.5;
- 27 13. Upon the Tenth Cause of Action for statutory penalties pursuant to Labor Code §
28 226;

1 14. Upon the Eleventh Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

4 15. Upon the Twelfth Cause of Action, for civil penalties due to Plaintiff, other non-
5 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code
6 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided under the Labor Code;

9 16. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
10 § 218.6 and Civil Code §§ 3287 and 3289;

11 17. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
12 218.5, 226, 1194, and Code of Civil Procedure § 1021.5; and

13 18. For such other relief that the Court may deem just and proper.
14

15 Dated: August 29, 2023

BOKHOUR LAW GROUP, P.C.

16
17 By: 

18 Mehrdad Bokhour, Esq.
19 Attorneys for Plaintiff and the Putative Classes
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On September 26, 2023, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

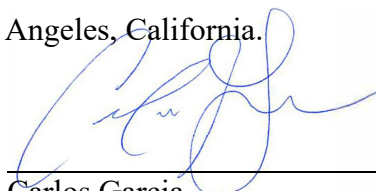
John Lecrone, Esq.
johnlecrone@dwt.com
Stephen Franz, Esq.
stephenfranz@dwt.com
DAVIS WRIGHT TREMAINE, LLP
865 South Figueroa Street, 24th Floor
Los Angeles, California 90017

**Counsel for defendant Pensar Big, Inc
dba El Pollo Loco**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments hereto.

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

Executed on September 26, 2023, at Los Angeles, California.



Carlos Garcia