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RAMIREZ LOPEZ, individually, and on behalf
14 of others similarly situated

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

18 RODRIGO "KRISTY" RAMIREZ LOPEZ,
individually, and on behalf of others similarly
19 situated,

20 Plaintiff,

21 v.

22 W.K.S. RESTAURANT CORPORATION, a
corporation; W.K.S. LA RESTAURANT
CORPORATION, a corporation; DOES 1
23 through 50, inclusive,

24 Defendants.
25
26
27
28

Case No. 22STCV05880

ASSIGNED FOR ALL PURPOSES TO:
HON. DOUGLAS W. STERN, DEPT. 68

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: February 16, 2022
Trial Date: Not Yet Set

1 This Stipulation and Agreement for PAGA Representative Action Settlement
2 (“**Stipulation**”) is made and entered into by and between Plaintiff Rodrigo ‘Kristy’ Ramirez Lopez
3 (“**Plaintiff**”), on behalf of herself and as a representative of the State of California and the Aggrieved
4 Employees (as defined in Paragraph 2, below), on the one hand, and Defendant W.K.S. Restaurant
5 Corporation (“**Defendant**”), on the other hand (collectively, the “**Parties**”), and is made in
6 compromise of disputed claims. The Parties agree that the above-entitled representative action shall
7 be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the
8 Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act of
9 2004, Labor Code §§ 2698, *et seq.* (“**PAGA**”).

10 **DEFINITIONS**

11 1. “**Action**” means and refers to the action styled *Rodrigo ‘Kristy’ Ramirez Lopez v.*
12 *W.K.S. Restaurant Corporation, et al.*, Case No. 22STCV05880, which is currently pending in the
13 Los Angeles County Superior Court of the State of California.

14 2. “**Aggrieved Employees**” means all individuals who are or were employed by
15 Defendant at one of its restaurants in California as a non-exempt employee during the PAGA Period.

16 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
17 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
18 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
19 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
20 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

21 4. “**Court**” means the California Superior Court, County of Los Angeles.

22 5. “**Defendant**” means W.K.S. Restaurant Corporation.

23 6. “**Effective Date**” of this Agreement shall be the later of: (i) the 61st day after service
24 of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or
25 (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final
26 Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final
27 Order and Judgment are no longer subject to further judicial review. The Effective Date is
28 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,

1 PAGA Counsel, and Defendant's counsel; and (b) the Court has entered the Final Order and
2 Judgment.

3 7. **"Enhancement Award"** means the amount the Court authorizes to be paid to
4 Representative Plaintiff, in recognition of her efforts and work in the prosecution of the Action, up
5 to \$10,000.00.

6 8. **"Final Order and Judgment"** means the proposed order granting approval of the
7 Settlement and entering Judgment, in the form substantially similar to that attached to this
8 Agreement as Exhibit B.

9 9. **"Gross Settlement Amount"** means the maximum total amount of \$807,600.00 to
10 be paid by Defendant, which includes all payments owing as a result of this Agreement, including
11 the Net Settlement Amount, Settlement Administration Costs, Plaintiff's Enhancement Award and
12 PAGA Counsel Attorneys' Fees and Costs as awarded by the Court.

13 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
14 Development Agency in an amount equal to 75% of the Net Settlement Amount.

15 11. **"Net Settlement Amount"** means the Gross Settlement Amount less (1) PAGA
16 Counsel's Attorneys' Fees and Costs; (2) Plaintiff's Enhancement Award; and (3) Settlement
17 Administration Costs.

18 12. **"PAGA Aggrieved Employee Payment"** means the amount that is twenty-five
19 percent (25%) of the Net Settlement Amount, which represents the amount of the PAGA penalties
20 to be distributed amongst the Aggrieved Employees pursuant to the PAGA and as further specified
21 herein.

22 13. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
23 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
24 the Action and stated in Plaintiff's October 18, 2021 notice letter to the LWDA, a true and correct
25 copy of which is attached to this Agreement as Exhibit C.

26 14. **"PAGA Counsel"** means Matern Law Group, PC, including Matthew J. Matern and
27 Julia Z. Wells.

28 15. **"PAGA Period"** means December 13, 2020 through June 15, 2023.

16. **“PAGA Settlement Notice”** means the notice that will be mailed to each Aggrieved Employee by the third-party settlement administrator, in the form substantially similar to that attached to this Agreement as Exhibit A.

17. “**Released Claims**” means all claims or causes of action for PAGA penalties that were or could have been recovered against Defendant based on the facts alleged in the operative complaint in the Action on behalf of the Aggrieved Employees and/or in Plaintiff’s October 18, 2021 notice letter to the LWDA. The Released Claims include all claims and civil penalties under California Labor Code Sections 2699 *et seq.* (i.e., PAGA), attorneys’ fees and costs, and interest arising out of the claims at issue, for Defendant’s alleged failure to: provide lawful meal periods and rest breaks; pay premium pay for missed meal periods and rest breaks; pay all overtime wages; pay all minimum wages; timely pay wages during employment; pay all wages due to discharged and quitting employees; maintain required records; furnish accurate itemized wage statements; and indemnify employees for necessary business expenses, pursuant to the corresponding alleged violations of the California Labor Code sections including, but not limited to, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order 5-2001. Notwithstanding the foregoing, Plaintiff’s release of claims expressly excludes all claims asserted in Plaintiff’s separate individual lawsuit styled *Kristy Ramirez Lopez v. W.K.S. Restaurant Corporation*, Los Angeles County Superior Court Case No. 23TRCV00711, which is currently pending.

18. **“Released Parties”** means Defendant and its current and former parents, predecessors or successors, holding companies, affiliated or subsidiary companies or entities (including, but not limited to, W.K.S. LA Restaurant Corporation), owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, or assigns.

19. **“Representative Plaintiff”** means Plaintiff Rodrigo ‘Kristy’ Ramirez Lopez.

20. “**Settlement Administrator**” shall mean CPT Group, Inc., a neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

21. On October 18, 2021, Plaintiff sent a PAGA Notice to the Labor Workforce and

1 Development Agency (“**LWDA**”), with a copy to Defendant.

2 22. On February 16, 2022, Plaintiff filed the Action in the Los Angeles Superior Court,
3 seeking civil penalties and an award of reasonable attorneys’ fees and costs for the PAGA Claim.

4 23. The Parties have conducted a thorough investigation into the facts of the Action.
5 This included exchanging data and information as well as documents relating to the underlying
6 alleged violations and the Aggrieved Employees. Shortly after participating in a mediation with
7 experienced Mediator Jeffrey Krivis, Esq. on March 14, 2023, the Parties agreed to a mediator’s
8 proposal, subject to the Parties entering into a more detailed long-form settlement agreement.

9 24. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties
10 understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of
11 Representative Plaintiff’s and the Aggrieved Employees’ PAGA Claims, and that it is the desire and
12 intention of the Parties to effect a final and complete resolution of the PAGA Claim that the
13 Representative Plaintiff and the Aggrieved Employees have against Defendant and the Released
14 Parties.

15 25. The Parties enter into this Settlement Agreement on a conditional basis. In the event
16 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
17 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
18 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

19 26. Defendant denies all of the claims in the Action, and does not waive, but rather
20 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
21 and factual grounds should this Settlement Agreement not become final. This Settlement
22 Agreement reflects a compromise reached to end litigation.

23 27. The Parties stipulate and agree to the following terms of this Settlement Agreement
24 with the intent that this Agreement finally disposes of the Action with prejudice.

25 **TERMS AND CONDITIONS**

26 28. **Settlement Payments and Calculation of Claims.**

27 a. Subject to final Court approval and the conditions specified in this
28

1 Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement,
2 Defendant agrees to pay the Gross Settlement Amount of **\$807,600.00**. For the avoidance of doubt,
3 Defendant shall not be required to pay any amount over \$807,600.00 for this Settlement, except as
4 provided for in Paragraph 29. Defendant's Chief Executive Officer, Roland Spongberg, will
5 personally guarantee the payment of the full Gross Settlement Amount due in the event that
6 Defendant fails to meet its obligation to fund the Gross Settlement Amount pursuant to the
7 Stipulation.

8 b. The Gross Settlement Amount includes, but is not limited to, payments to be
9 made to PAGA Counsel's attorneys' fees and costs, the Net Settlement Amount (which includes the
10 PAGA penalties to be paid to the LWDA and the Aggrieved Employees), Plaintiff's Enhancement
11 Award, and the Settlement Administration Costs. The following table summarizes the allocation of
12 the Gross Settlement Amount (or "GSA"):

The Gross Settlement Amount of \$807,600.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **33.33%** of GSA (or **\$269,200**).
- PAGA Counsel Litigation Costs not to exceed **\$23,000**.
- Plaintiff's Enhancement Award not to exceed **\$10,000**.
- Settlement Administration Costs in an amount not to exceed **\$17,000**.
- The remainder of the GSA (approximately **\$488,400**) is the Net Settlement Amount, which represents the total PAGA Penalty Amount, and shall be allocated as follows:
 - 25% of the Net Settlement Amount (approximately **\$122,100**) shall be allocated towards the PAGA Aggrieved Employees' Payments; and
 - 75% of the Net Settlement Amount (approximately **\$366,300**) shall be paid to the LWDA for the LWDA's share of the total PAGA penalties (i.e., the LWDA Payment).

22 29. **Settlement Escalator.** The Settlement is based on the assumption that there were
23 no more than 67,300 pay periods worked by the Aggrieved Employees during the PAGA Period.
24 Should the actual number of pay periods during the PAGA Period exceed 67,300 by more than 10%
25 by June 15, 2023, Defendant will have the choice of either: (a) paying a proportional increase in the
26 Gross Settlement Amount for each additional pay period over 10% of 67,300; or (b) modifying the
27 end date of the PAGA Period to the date prior to June 15, 2023 on which the total pay periods reach
28

1 the amount of 67,300, in order to avoid incurring the pro rata increase. The Parties agree that any
2 increase to the Gross Settlement Amount made pursuant to this provision will increase the applicable
3 attorneys' fees payable to Plaintiff's counsel, such that the attorneys' fees remains 33.33% of the
4 adjusted Gross Settlement Amount. The pay period value shall be calculated by dividing the Gross
5 Settlement Amount by 67,300.

6 30. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court
7 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
8 apportioned as follows:

9 a. **Settlement Administration Costs.** The costs associated with settlement
10 administration (e.g., preparing and mailing payments to the Aggrieved Employees, tax
11 documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross
12 Settlement Amount and are estimated to be up to **\$17,000**. The Parties agree to use CPT Group,
13 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
14 approved by the Court in the amounts set forth above, and the order becomes final, then the
15 remaining portion of the Settlement Administration Costs will remain a part of the Net Settlement
16 Amount to be distributed based on the formula set forth in paragraph 30.d, below.

17 b. **PAGA Counsel's Attorneys' Fees and Costs.** Subject to the Court's review
18 and approval, PAGA Counsel will be paid attorneys' fees from the Gross Settlement Amount an
19 amount that is up to 33.33% of the total Gross Settlement Amount for (i.e., approximately
20 **\$269,200.00**), subject to paragraph 29, above. In addition, PAGA Counsel will be paid actual
21 litigation costs in an amount not to exceed **\$23,000.00**. To the extent that the Court does not approve
22 the full amounts of the PAGA Counsel's attorneys' fees or litigation costs as specified herein, and
23 the order becomes final, then the remaining portion of the amounts allocated towards PAGA
24 Counsel's attorneys' fees and/or litigation costs shall remain part of the Net Settlement Amount to
25 be distributed based on the formula set forth in paragraph 30.d, below.

26 c. **Representative Plaintiff Enhancement Award.** The Parties agree that, subject
27 to the Court's review and approval, Representative Plaintiff will receive an enhancement award of
28 **\$10,000.00** for her services in bringing this Action on behalf of the Aggrieved Employees, which

1 shall be paid from the Gross Settlement Amount. To the extent the Enhancement Award is not
2 approved by the Court in the amount set forth above, and the order becomes final, then the non-
3 approved amount will remain a part of the Net Settlement Amount to be distributed based on the
4 formula set forth in paragraph 30.d, below.

5 d. Net Settlement Amount. After deducting PAGA Counsel's Attorneys' Fees
6 and Costs, Plaintiff's Enhancement Award, and the Settlement Administration Costs from the Gross
7 Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net
8 Settlement Amount represents the total amount allocated towards PAGA penalties under the
9 Settlement, and is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment.
10 The Net Settlement Amount shall be allocated as follows: Seventy-five percent (75%) of the Net
11 Settlement Amount shall be paid to the LWDA for its share of the PAGA penalties (i.e., the LWDA
12 Payment), and the remaining twenty-five percent (25%) of the Net Settlement Amount shall be
13 allocated to PAGA Aggrieved Employee Payment, which shall be distributed amongst the
14 Aggrieved Employees on a *pro rata* basis based on their respective number of pay periods, as set
15 forth below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

16 Example:

17 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
18 All Aggrieved Employees were actively employed a combined total of 67,300 pay periods during
19 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
20 follows:

- 21 ➤ 25 pay periods for Aggrieved Employee A ÷ 67,300 total pay periods for all Aggrieved
22 Employees = 0.037%.
- 23 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is
24 0.037% of the PAGA Aggrieved Employee Payment.¹

25 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
26 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS

27
28 ¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

Form 1099.

31. **Release by Aggrieved Employees and the State of California.**

a. **Terms of Release.** Upon the Final Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the representative for the State of California and all Aggrieved Employees, and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims, as defined in Paragraph 17. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims. The release will not be effective until Defendant has made all payments due under the terms of this Settlement Agreement.

b. **No Claims Based on Stipulation and Agreement.** No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

32. **General Release by Representative Plaintiff.**

a. **Terms of Release.** Upon the Final Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, including the Representative Plaintiff Enhancement Award, Representative Plaintiff, on behalf of herself and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and discharge the Released Parties from all claims (known or unknown) which she has, had or might otherwise have had against the Released Parties, from the beginning of time through the date she signs this Agreement regarding any aspect of her employment including, but not limited to, the Released Claims, any common law or statutory torts, any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips or any other compensation or benefit. As noted above, this release shall not apply to, and expressly excludes, the specific claims asserted in the complaint filed by Plaintiff in the separate individual action styled *Kristy Ramirez Lopez v. W.K.S. Restaurant Corporation, et al.*, Los Angeles County

1 Superior Court Case No. 23TRCV00711 (the “**Individual Action**”). However, any claims not
2 specifically asserted in the operative complaint in the Individual Action are covered by this release.

3 b. California Civil Code Section 1542. Upon the Final Funding Date,
4 Representative Plaintiff will be deemed to have, and by operation of the Final Order and Judgment
5 will have, expressly waived and relinquished, to the fullest extent permitted by law (subject to
6 exclusion of the Individual Action), the provisions, rights, and benefits of section 1542 of the
7 California Civil Code which provides as follows:

8 **“A general release does not extend to claims that the creditor or releasing party**
9 **does not know or suspect to exist in his or her favor at the time of executing the**
10 **release and that, if known by him or her, would have materially affected his or**
11 **her settlement with the debtor or released party.”**

12 c. No Other Actions. Plaintiff will be deemed by operation of the Final Order
13 and Judgment to have agreed not to sue or otherwise make any claim against any of the Released
14 Parties based upon any action, event, or occurrence prior to the date she signs this Settlement
15 Agreement, with the exception of the previously-filed Individual Action.

16 33. Release by PAGA Counsel. Upon the Final Funding Date, PAGA Counsel release,
17 on behalf of their present and former attorneys, employees, agents, successors, and assigns, the
18 Released Parties from all claims for attorneys’ fees and costs incurred in connection with the facts
19 and theories alleged in the Action, the PAGA Notice, and the Released Claims.

20 34. Request For Final Order and Judgment.

21 a. Upon execution of this Agreement, Plaintiff shall promptly file a stipulation
22 or unopposed motion with the Court requesting approval of this Settlement by submitting a proposed
23 Final Order and Judgment, in a form substantially similar to the document attached as Exhibit B.

24 b. Representative Plaintiff shall not file the stipulation or unopposed motion
25 requesting final approval or final judgment with the Court until Defendant has reviewed it and
26 granted approval, which approval will not be unreasonably withheld.

27 c. On the date that Representative Plaintiff files the stipulation or unopposed
28 motion discussed in this Paragraph, Plaintiff will also submit to the LWDA a copy of the proposed

1 Settlement in compliance with the PAGA's notice requirements.

2 35. **Settlement Funding.**

3 a. Upon the Court entering the Final Order and Judgment, and within fourteen
4 (14) days after the Effective Date, the Settlement Administrator shall send Defendant's counsel
5 electronic wiring instructions to fund the Gross Settlement Amount.

6 b. Following the Effective Date and as set forth in this Agreement, Defendant
7 shall wire to the Settlement Administrator the Gross Settlement Amount of \$807,600.00, in two
8 installments:

9 i) The first installment payment in the amount of \$500,000.00 ("**First**
10 **Installment Payment**") shall be paid to the Settlement Administrator by December 31, 2023, or
11 within 21 days of the Effective Date, whichever is later; and

12 ii) The second installment payment in the amount of \$307,600.00
13 ("**Second Installment Payment**") shall be paid to the Settlement Administrator by December 31,
14 2024 (the "**Final Funding Date**"), provided that the Effective Date and First Installment Payment
15 have already occurred, or within six (6) months after the First Installment Payment, whichever is
16 later.

17 c. Within twenty (20) days after the Final Funding Date, the Settlement
18 Administrator shall issue all payments required by this Agreement (the "**Payment Date**").

19 36. **Personal Guarantee.** The payment of the Gross Settlement Amount under this
20 Agreement is personally guaranteed by Defendant's CEO, Ronald Spongberg, pursuant to his
21 signature at the end of this Agreement.

22 37. **PAGA List.**

23 Within fourteen (14) days after the Effective Date, Defendant will provide a PAGA List to
24 the Settlement Administrator which will identify all Aggrieved Employees by name, social security
25 number, and last known home address ("**PAGA List**"). The PAGA List will also contain the
26 number of pay periods credited to each Aggrieved Employee based on Defendant's records.

27 38. **List of Individual Settlement Amounts.**

28 Within fourteen (14) days after the Settlement Administrator receives the PAGA List from

1 Defendant, the Settlement Administrator will provide to PAGA Counsel and Defendant's counsel a
2 Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds**
3 **List**"). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees'
4 names, social security numbers or contact information.

5 39. **PAGA Payments to Aggrieved Employees.**

6 a. On the Payment Date, the Settlement Administrator will mail to each
7 Aggrieved Employee, via first-class United States Mail, the following materials (collectively, the
8 "**PAGA Packet**"): (a) the PAGA Settlement Notice in English and Spanish, substantially in the
9 form attached as Exhibit A to this Agreement and (b) the Aggrieved Employee's respective
10 Individual PAGA Payment.

11 b. Prior to mailing the PAGA Payments, the Settlement Administrator will
12 update all Aggrieved Employees' addresses using the National Change of Address System (NCOA).
13 In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding
14 address, the Settlement Administrator will re-mail the PAGA Packet to the forwarding address
15 identified within three (3) business days of receipt of the returned PAGA Packet. If no forwarding
16 address is provided with a returned PAGA Packet, then the Settlement Administrator will promptly
17 conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, in an
18 effort to locate a better address for the Aggrieved Employee. If a better address is found, the
19 Settlement Administrator will promptly re-send the PAGA Packet within five (5) business days of
20 receipt of the returned PAGA Packet. If a better address is not found or the PAGA Packet is
21 ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant,
22 or PAGA Counsel shall be required to take further action.

23 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
24 Packet is mailed to them to cash the checks for their Individual PAGA Payments. If any Aggrieved
25 Employee's check is not cashed within that period, the check will be voided and a stop-payment
26 will be issued. Neither Defendant, Defendant's counsel, Plaintiff, nor PAGA Counsel will have any
27 liability for lost or stolen settlement payment checks, forged signatures on settlement payment
28 checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement

1 payment check within the 180 day period.

2 d. Funds associated with any uncashed Individual PAGA Payment shall be
3 transmitted to the California State Controller's Unclaimed Property Fund by the Settlement
4 Administrator within thirty (30) days of the expiration of the 180-day check cashing deadline.

5 40. **Payments of Attorneys' Fees And Costs, and the LWDA Settlement Payment.**

6 a. On the Payment Date, the Settlement Administrator will pay from the Gross
7 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
8 The payment will be made by sending to a check payable to "Rodrigo Ramirez Lopez" to
9 Representative Plaintiff's counsel, Matern Law Group, PC, in the amount of the Court-approved
10 Enhancement Award. This payment is conditional upon PAGA Counsel providing the Settlement
11 Administrator with a completed Form W-9 for the Representative Plaintiff.

12 b. On the Payment Date, the Settlement Administrator will pay from the Gross
13 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
14 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
15 W-9.

16 c. On the Payment Date, the Settlement Administrator will pay the LWDA
17 Payment from the Net Settlement Amount to the LWDA by issuing a check payable to "California
18 Labor Workforce and Development Agency" in the total amount of seventy-five percent (75%) of
19 the Net Settlement Amount.

20 41. **Deadlines.**

21 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
22 the deadline will be automatically extended to the next regular business day. Unless specified
23 otherwise, all references to "days" shall mean calendar days.

24 42. **Enforcement and Continuing Jurisdiction of the Court.**

25 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
26 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
27 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
28 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent

1 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
2 and all matters provided for in it, and to interpret it.

3 43. **Mutual Full Cooperation.**

4 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
5 Agreement, including, but not limited to, execution of such documents and taking such other action
6 as may be reasonably necessary or convenient to implement it.

7 44. **Non-Admission of Liability.**

8 The Parties enter into this Agreement to resolve the dispute that has arisen between them
9 and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement,
10 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
11 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
12 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
13 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
14 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
15 with it, shall be construed as an admission or concession by Defendant of any such violations or
16 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
17 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
18 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
19 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
20 federal, state, local or other applicable law.

21 45. **Effective Date of Defendant's Obligations Under This Agreement.**

22 Defendant's obligations under this Settlement Agreement will become final and effective
23 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
24 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
25 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
26 In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used
27 or construed by or against any Party as a determination, admission, or concession of any issue of
28 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their

1 respective rights regarding the prosecution and defense of the Action, including all available
2 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
3 existed.

4 46. **Nullification.**

5 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
6 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
7 or declared or rendered void as to any material term as defined above, then (a) the Settlement
8 Agreement shall become null and void; (b) the Parties will revert to their respective positions
9 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
10 Settlement Administration Costs.

11 47. **Invalidation.**

12 Invalidation of any material term of this Settlement Agreement will invalidate this
13 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
14 provisions will remain in full force and effect.

15 48. **Confidentiality/No Publicity.**

16 Representative Plaintiff and her counsel agree that the terms of this Settlement Agreement
17 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the
18 execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed
19 with or publicized or promoted to the media (including, without limitation, legal periodicals and
20 publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of
21 Representative Plaintiff's counsel or any other website, or on any blogs, articles, or on any social
22 media platforms or channels), or the public at large, without the advance written consent of
23 Defendant. The Parties intend this Paragraph 48 to prohibit Representative Plaintiff and her counsel
24 from discussing, answering questions about, promoting or publicizing the Settlement Agreement,
25 its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court
26 or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
27 foregoing, Representative Plaintiff and her counsel (1) may tell the public in general only that certain
28 claims "have been resolved by the Parties;" and (2) may disclose the terms of the Settlement

1 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g.,
2 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
3 tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any
4 aspect of this Agreement with Aggrieved Employees. Nothing herein shall prevent PAGA Counsel
5 from referring to the Action in any declaration before the courts relating to the adequacy or in future
6 applications by PAGA Counsel for approval of attorneys' fees.

7 49. **Entire Agreement.**

8 This Settlement Agreement constitutes the entire integrated agreement between the Parties
9 relating to the Action, and no oral representations, warranties, or inducements have been made to
10 any party concerning this Settlement Agreement other than the representations, warranties, and
11 covenants contained and memorialized in this Settlement Agreement.

12 50. **Authorization to Act.**

13 PAGA Counsel warrants and represents that they are authorized by Representative Plaintiff,
14 and counsel of record for Defendant warrants that they are authorized by Defendant, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
16 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
17 terms of this Settlement Agreement, except for any documents, including but not limited to this
18 Settlement Agreement, that are required to be executed by the Parties.

19 51. **Modification Only In Writing.**

20 This Settlement Agreement may be amended or modified only by a written instrument signed
21 by counsel for all Parties.

22 52. **Binding On Successors.**

23 This Settlement is binding upon and will inure to the benefit of the Parties to this Agreement,
24 as well as their respective attorneys, past, present, and future predecessors, successors, shareholders,
25 officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns,
26 insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated entities.

27 53. **No Prior Assignments.**

28 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to

1 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
2 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

4 54. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 55. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
10 Parties will exchange among themselves any signed counterparts.

11 56. **Headings for Convenience Only.**

12 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
13 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

14 57. **Construction of This Agreement.**

15 The Parties agree that the terms and conditions of this Settlement Agreement are the result
16 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
17 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
18 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
19 entire agreement between the Parties. Except as expressly provided in this Agreement, this
20 Settlement Agreement has not been executed in reliance upon any other oral or written
21 representations or terms and no such extrinsic oral or written representations or terms will modify,
22 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
23 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to
25 its terms and may not be varied or contradicted by extrinsic evidence. Representative Plaintiff and
26 Defendant had available to them the advice and assistance of independent counsel. As such, neither
27 Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement Agreement
28 should be construed against the other.

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IT IS SO AGREED:

DATED: November 16, 2023

MATERN LAW GROUP, PC



Julia Z. Wells
Counsel for Plaintiff Rodrigo "Kristy"
Ramirez Lopez

DATED: November 14, 2023

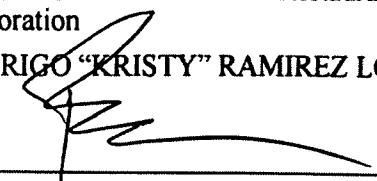
RUTAN & TUCKER, LLP



Maria Z. Stearns
Counsel for Defendants W.K.S. Restaurant
Corporation and W.K.S. LA Restaurant
Corporation

DATED: 11-4, 2023

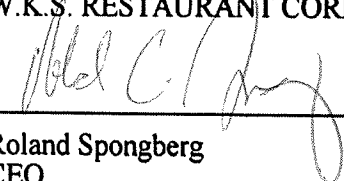
RODRIGO "KRISTY" RAMIREZ LOPEZ

X 

Rodrigo "Kristy" Ramirez Lopez
Representative Plaintiff

DATED: November 13, 2023

W.K.S. RESTAURANT CORPORATION



Roland Spongberg
CEO

DATED: November 13, 2023

ROLAND SPONGBERG



Roland Spongberg, in his individual capacity
and as personal guarantor pursuant to
Paragraph 36.

EXHIBIT A

Exhibit A

[Date], 2023

CPT Group, Inc.

[CPT Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former W.K.S. Restaurant Corporation (“W.K.S. Restaurant”) Employee:

You have received this notice because W.K.S. Restaurant’s records indicate that you have worked for W.K.S. Restaurant at one of its restaurants in California as a non-exempt employee at some time between December 13, 2020 through June 15, 2023. This notice relates to the settlement of a lawsuit styled *Rodrigo ‘Kristy’ Ramirez Lopez v. W.K.S. Restaurant Corporation, et al.*, Los Angeles County Superior Court, Case No. 22STCV05880 (the “Lawsuit”).

In the Lawsuit, Plaintiff Rodrigo ‘Kristy’ Ramirez Lopez (“Plaintiff”) seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations on the part of W.K.S. Restaurant, including the failure to: provide lawful meal periods and rest breaks; pay premium pay for missed meal periods and rest breaks; pay all overtime wages; pay all minimum wages; timely pay wages during employment; pay all wages due to discharged and quitting employees; maintain required records; furnish accurate itemized wage statements; and indemnify employees for necessary business expenses.

W.K.S. Restaurant strongly disputes Plaintiff’s allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, W.K.S. Restaurant has made a business decision to settle the Lawsuit, which settlement has been approved by the Court. As part of the Settlement, W.K.S. Restaurant agreed to pay a certain amount of penalties under PAGA. Under the PAGA statute, penalties are divided between the State of California and aggrieved employees, with the State receiving 75 percent of the penalties. Under the Settlement, Plaintiff, the Aggrieved Employees, and the State of California have released the following claims on behalf of the aggrieved employees:

All claims or causes of action for PAGA penalties that were or could have been recovered against W.K.S. Restaurant based on the facts alleged in the operative complaint in the Lawsuit on behalf of the Aggrieved Employees and/or in Plaintiff’s October 18, 2021 notice letter to the LWDA. The Released Claims include all claims and civil penalties under California Labor Code Sections 2699 et seq. (i.e., PAGA), attorneys’ fees and costs, and interest arising out of the claims at

issue, for W.K.S. Restaurant's alleged failure to: provide lawful meal periods and rest breaks; pay premium pay for missed meal periods and rest breaks; pay all overtime wages; pay all minimum wages; timely pay wages during employment; pay all wages due to discharged and quitting employees; maintain required records; furnish accurate itemized wage statements; and indemnify employees for necessary business expenses, pursuant to the corresponding alleged violations of the California Labor Code sections including, but not limited to, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order 5-2001.

The "Released Parties" include W.K.S. Restaurant and its current and former parents, predecessors or successors, holding companies, affiliated or subsidiary companies or entities (including, but not limited to, W.K.S. LA Restaurant Corporation), owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, or assigns.

As part of the settlement, W.K.S. Restaurant agreed to pay \$807,600.00 which includes the following payments: \$366,300.00 to the State of California; \$122,100.00 to be distributed amongst the aggrieved employees; \$269,200.00 to Plaintiff's counsel for attorneys' fees; up to \$23,000.00 to Plaintiff's counsel for litigation costs and expenses; \$10,000.00 to Plaintiff for Plaintiff's Enhancement Award; and up to \$17,000.00 for settlement administration costs. The enclosed settlement check represents your *pro-rata* portion of the Court-approved PAGA settlement to the aggrieved employees based on the number of pay periods you worked during the PAGA period.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc., at [REDACTED].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

RODRIGO “KRISTY” RAMIREZ LOPEZ,
individually, and on behalf of others similarly
situated,

Plaintiff,

v.

W.K.S. RESTAURANT CORPORATION, a
corporation; W.K.S. LA RESTAURANT
CORPORATION, a corporation; DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV05880

ASSIGNED FOR ALL PURPOSES TO:
HON. DOUGLAS W. STERN, DEPT. 68

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: February 16, 2022
Trial Date: Not Yet Set

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Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

2. The California Labor Workforce and Development Agency (“**LWDA**”) has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Court hereby approves the Settlement under Labor Code § 2699(1)(2), and finds that it is fair and reasonable and furthers PAGA's objectives. All definitions used in the Settlement are incorporated into this Order and Judgment. The Court further finds, approves, and adjudges that under the terms of the Settlement:

1 a. Defendant will pay a Gross Settlement Amount of \$807,600 to settle the
2 PAGA claim, inclusive of all Individual Settlement Awards to Aggrieved Employees, the Plaintiff's
3 Counsel Attorneys' Fees, the PAGA Service Enhancement Award, the Settlement Administration
4 Costs, and the PAGA payment to the LWDA. Defendant shall wire the Settlement Administrator
5 the Gross Settlement Amount of \$807,600 in two installments, with the final payment to be made
6 upon the Final Funding Date as defined by the Settlement Agreement.

7 b. The Gross Settlement Amount shall be allocated as follows: After deducting
8 the allocations for attorneys' fees and litigation costs and expenses to Plaintiff's counsel, the PAGA
9 Representative Enhancement Award, and the Settlement Administration Costs, the remainder of the
10 Gross Settlement Amount shall be referred to as the "Net Settlement Amount." Seventy-five percent
11 (75%) of the Net Settlement Amount shall be paid to the LWDA, and the remaining twenty-five
12 percent (25%) shall be distributed to the Aggrieved Employees on a *pro rata* basis, based upon their
13 respective number of pay periods worked as Aggrieved Employees.

14 c. The PAGA Packets shall be mailed to Aggrieved Employees within twenty
15 days after the Final Funding Date (i.e., the "**Payment Date**").

16 d. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the
17 amount of \$269,200, which is 33 1/3% of the Gross Settlement Amount, is reasonable. The Court
18 awards Plaintiff's Counsel \$269,200 in attorneys' fees to be paid from the Gross Settlement
19 Amount.

20 e. The Court approves Plaintiff's Counsel's request for actual litigation costs in
21 the amount of \$23,000 to be paid from the Gross Settlement Amount. The Court finds that such
22 costs and expenses were reasonably incurred in prosecuting the Action on behalf of the Aggrieved
23 Employees. The Court awards Plaintiff's Counsel actual costs and expenses, including the costs and
24 expenses incurred in appearing for the motion hearing, not to exceed \$23,000.

25 6. The Court approves, as to form and content, the PAGA Settlement Notice to
26 Aggrieved Employees ("**Notice**"), in substantially the form attached as Exhibit 1 to this Order. The
27 Court finds that the Notice fairly and adequately describes the Action, the approved Settlement, and
28 is the best notice practicable under the circumstances. The Court directs the mailing of the Notice

1 by first class mail to the Aggrieved Employees in accordance with the procedure set forth in the
2 Settlement Agreement.

3 7. The Court finds that, upon the Final Funding Date, as defined by the Settlement
4 Agreement, each Aggrieved Employee, in accordance with the Settlement, shall be deemed to have
5 released all Released Claims against the Released Parties. The Released Claims include all claims
6 or causes of action for PAGA penalties that were or could have been recovered against Defendant
7 based on the facts alleged in the operative complaint in the Lawsuit on behalf of the Aggrieved
8 Employees and/or in Plaintiff's October 18, 2021 notice letter to the LWDA. The Released Claims
9 include all claims and civil penalties under California Labor Code Sections 2699 et seq. (i.e.,
10 PAGA), attorneys' fees and costs, and interest arising out of the claims at issue, for Defendant's
11 alleged failure to: provide lawful meal periods and rest breaks; pay premium pay for missed meal
12 periods and rest breaks; pay all overtime wages; pay all minimum wages; timely pay wages during
13 employment; pay all wages due to discharged and quitting employees; maintain required records;
14 furnish accurate itemized wage statements; and indemnify employees for necessary business
15 expenses, pursuant to the corresponding alleged violations of the California Labor Code sections
16 including, but not limited to, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
17 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order 5-2001.

18 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
19 methodology used to calculate the LWDA Payment and PAGA Aggrieved Employee Payment
20 (which is comprised of the Individual PAGA Payments) are fair and reasonable, and authorizes the
21 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
22 accordance with the Settlement. The Court also authorizes the Settlement Administrator to make the
23 PAGA payment to the LWDA.

24 9. The Court approves CPT Group, Inc. to act as the Settlement Administrator. The
25 Court approves payment to the Settlement Administrator in this Action its actual fees and costs in
26 accordance with the terms of the Settlement, not to exceed \$17,000.00.

27 10. The Court approves Matern Law Group, PC, including Matthew J. Matern and Julia
28 Z. Wells, as PAGA Counsel.

1 11. The Court awards PAGA Counsel attorneys' fees in the amount of \$269,200.00 and
2 actual litigation costs not to exceed \$23,000.00, both of which the Court finds to be fair and
3 reasonable. The Court authorizes the Settlement Administrator to make these payments in
4 accordance with the terms of the Settlement.

5 12. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
6 Amount, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
7 comprised of the Individual PAGA Payments) in accordance with the terms of the Settlement.

8 13. The Court finds that the LWDA Payment of \$366,300.00 as its share of the settlement
9 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
10 the LWDA Payment in accordance with the terms of the Settlement as modified by the Approval
11 Order.

12 14. The Court finds that the PAGA Aggrieved Employee Payment of \$122,100.00 as the
13 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court
14 authorizes the Settlement Administrator to pay the PAGA Aggrieved Employee Payment in
15 accordance with the terms of the Settlement.

16 15. The Court finds the Plaintiff's Enhancement Award of \$10,000.00 to the Plaintiff is
17 fair and reasonable. The Court authorizes the Settlement Administrator to pay the Plaintiff's
18 Enhancement Award in accordance with the terms of the Settlement.

19 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
20 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
21 uncashed after 180 days will be transmitted to the California State Controller's Unclaimed Property
22 Fund.

23 17. Upon completion of the Settlement, the Settlement Administrator will provide
24 written certification of the completion to the Court and counsel for the Parties which shall be filed
25 with the Court on or before _____.

26 18. Without affecting the finality of this order and entry of judgment, the Court retains
27 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
28 implementing, and enforcement of this Order and the Settlement.

1 19. Nothing in this Order or the Settlement shall be construed as an admission or
2 concession by any party. The Settlement and this resulting Order and entry of judgement simply
3 represent a compromise of disputed allegations.

4 20. The Court enters final judgment in accordance with the terms of the Settlement
5 Agreement and this Order.

6 21. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
7 LWDA within 10 days of the date of this Order and entry of judgment.

8 **IT IS SO ORDERED:**

9
10 Dated: _____

HON. DOUGLAS W. STERN
Judge of the Superior Court of the State of California

EXHIBIT C



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

October 18, 2021

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Via Certified Mail – Return Receipt
Requested**

W.K.S. Restaurant Corporation
5856 Corporate Ave, Ste 200
Cypress, CA 90630

Via Certified Mail – Return Receipt Requested

W.K.S. LA Restaurant Corporation
c/o Roland C Spongberg
5856 Corporate Ave, Ste 200
Cypress, CA 90630

**Via Certified Mail – Return Receipt
Requested**

W.K.S. Restaurant Corporation
c/o Registered Agent: CT Corporation System
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Via Certified Mail – Return Receipt Requested

W.K.S. Restaurant Corporation d/b/a El Pollo
Loco
10651 Balboa Blvd
Granada Hills, CA 91344

**Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Rodrigo “Kristy” Ramirez Lopez**

To Whom It May Concern:

This office represents Rodrigo “Kristy” Ramirez Lopez (“Ms. Ramirez”), an employee of W.K.S. Restaurant Corporation, W.K.S. LA Restaurant Corporation, W.K.S. Restaurant Corporation, El Pollo Loco a.k.a W.K.S and related entities (collectively, “EMPLOYERS”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No.5-2001, which Ms. Ramirez alleges that EMPLOYERS have violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against EMPLOYERS in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against EMPLOYERS. Enclosed please find a draft of Ms. Ramirez’s

proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

Pursuant to Labor Code § 2810.3(d), this letter also constitutes written notice of violations of Labor Code § 2810.3(b). Section 2810.3(b) provides that “[a] client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for... [t]he payment of wages.” EMPLOYERS are a “client employer,” as defined in Section 2810.3(a)(1)(A).

This letter also serves as notice of Ms. Ramirez’s demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Ramirez’s employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of EMPLOYERS’ current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees’ wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Ramirez on behalf of herself and all other similarly-situated current and former non-exempt employees of EMPLOYERS in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and

overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and EMPLOYERS' failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, EMPLOYERS' unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Ramirez and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. EMPLOYERS failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Ramirez's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. EMPLOYERS consistently failed to provide Ms. Ramirez and other aggrieved employees meal breaks because Ms. Ramirez and other aggrieved employees were given too much work to perform to take meal breaks.

EMPLOYERS further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Ramirez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Ramirez and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. EMPLOYERS failed to authorize and permit its employees to take required rest periods. Specifically,

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

EMPLOYERS maintained a policy or practice of not authorizing and permitting Ms. Ramirez and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. EMPLOYERS consistently failed to authorize and permit Ms. Ramirez and other similarly-situated individuals to take rest breaks because Ms. Ramirez and other similarly-situated individuals were given too much work to perform to take rest breaks. When Ms. Ramirez and other aggrieved employees were able to take rest breaks, EMPLOYERS failed to authorize and permit Ms. Ramirez and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

EMPLOYERS further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Ramirez and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Ramirez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. EMPLOYERS failed to pay Ms. Ramirez and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Ramirez and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Ramirez and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Ramirez and other aggrieved employees; failing to properly maintain Ms. Ramirez's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Ramirez and other aggrieved employees for each pay period; and other methods to be discovered.

EMPLOYERS' conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Ramirez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. EMPLOYERS failed to compensate Ms. Ramirez and other aggrieved employees for all overtime

hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; requiring, suffering or permitting Ms. Ramirez and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Ramirez and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Ramirez and other aggrieved employees; failing to properly maintain Ms. Ramirez's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Ramirez and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, EMPLOYERS has refused to perform its obligations to compensate Ms. Ramirez and other aggrieved employees for all wages earned and all hours worked. EMPLOYERS' conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

EMPLOYERS failed to pay Ms. Ramirez and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, EMPLOYERS required Ms. Ramirez and other aggrieved employees to work off-the-clock without compensation and required Ms. Ramirez and other aggrieved employees to work through required meal breaks without compensation. Additionally, EMPLOYERS failed to pay Ms. Ramirez and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

EMPLOYERS also failed to pay Ms. Ramirez and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. EMPLOYERS knew they were required to pay overtime wages, yet on many occasions failed to pay Ms. Ramirez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are

due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

EMPLOYERS willfully failed to pay accrued wages and other compensation to Ms. Ramirez and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because EMPLOYERS required Ms. Ramirez and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Ms. Ramirez and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, EMPLOYERS failed and continues to fail to pay the full earned and unpaid wages due to Ms. Ramirez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the 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.

EMPLOYERS failed to provide Ms. Ramirez and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Ramirez and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 5-2001, § 7.

Specifically, EMPLOYERS had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, EMPLOYERS knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Ms. Ramirez and other aggrieved employees lost wages. In addition, EMPLOYERS had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet EMPLOYERS knowingly failed to include this time worked in the wage statements.

As a result, Ms. Ramirez and other aggrieved employees lost wages. EMPLOYERS also did not properly calculate the regular rate of pay of Ms. Ramirez and other aggrieved employees. As a result, Ms. Ramirez's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

EMPLOYERS failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, EMPLOYERS had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, EMPLOYERS knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, EMPLOYERS had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet EMPLOYERS knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. EMPLOYERS failed to indemnify Ms. Ramirez and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of EMPLOYERS, including but not limited to costs associated with shoes and other required uniform-related expenses, the use of personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

This notice is hereby given to EMPLOYERS and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of EMPLOYERS, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Ramirez's reasonable attempt to settle his dispute with EMPLOYERS prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise EMPLOYERS of Ms. Ramirez's aforementioned grievances and the proposed remedies as detailed below, while affording EMPLOYERS reasonable opportunity to meet Ms. Ramirez's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. EMPLOYERS shall pay Ms. Ramirez and all other similarly-situated persons employed by EMPLOYERS at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. EMPLOYERS shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. EMPLOYERS shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for shoes, uniform expenses, personal cellphone usage and/or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. EMPLOYERS shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. EMPLOYERS also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.
5. EMPLOYERS shall reimburse those employees who were forced to pay for any business expenses incurred for employers' benefit, including but not limited to cell phone and shoe/uniform related expenses.
6. EMPLOYERS shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.
7. EMPLOYERS shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.
8. EMPLOYERS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et*

MATERN LAW GROUP, PC

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seq., including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or EMPLOYERS require additional information regarding Ms. Ramirez's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Julia Z. Wells, Esq.

Encl.

MATERN LAW GROUP, PC

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Attorneys for Plaintiff RODRIGO

“KRISTY” RAMIREZ LOPEZ individually,
and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RODRIGO “KRISTY” RAMIREZ LOPEZ
individually, and on behalf of others similarly
situated

Plaintiff,

vs.

W.K.S. Restaurant Corporation, a corporation;
W.K.S. LA Restaurant Corporation, a
corporation; and DOES 1 through 50, inclusive,

Defendants

CASE NO.:

[DRAFT] COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

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INTRODUCTION

PLAINTIFF RODRIGO “KRISTY” RAMIREZ LOPEZ (“PLAINTIFF”) an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and DEFENDANTS W.K.S. Restaurant CORPORATION, a Corporation; W.K.S. LA RESTAURANT CORPORATION, a Corporation; and DOES 1 through 50, inclusive (collectively “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Los Angeles, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Los Angeles.

PLAINTIFF

3. PLAINTIFF is a resident of the State of California and a current employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to indemnify employees for necessary expenditures and/or losses

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

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

9 **DEFENDANTS**

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 W.K.S. Restaurant CORPORATION, is and at all times relevant hereto was, a corporation
12 organized and existing under the laws of the State of California. PLAINTIFF is further informed
13 and believes, and thereon alleges, that DEFENDANT W.K.S. Restaurant CORPORATION, a
14 corporation is authorized to conduct business in the State of California, and does conduct business
15 in the State of California. Specifically, DEFENDANT W.K.S. Restaurant CORPORATION, a
16 corporation maintains offices and facilities and conducts business in, and engages in illegal
17 payroll practices or policies in, the County of Los Angeles, State of California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
19 W.K.S. LA RESTAURANT CORPORATION, is and at all times relevant hereto was, a
20 corporation organized and existing under the laws of the State of California. PLAINTIFF is
21 further informed and believes, and thereon alleges, that DEFENDANT W.K.S. LA
22 RESTAURANT CORPORATION, a corporation is authorized to conduct business in the State of
23 California, and does conduct business in the State of California. Specifically, DEFENDANT
24 W.K.S. LA RESTAURANT CORPORATION, a corporation maintains offices and facilities and
25 conducts business in, and engages in illegal payroll practices or policies in, the County of Los
26 Angeles, State of California.

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1 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
2 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
3 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
4 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
5 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
6 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
7 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
8 when ascertained. At all relevant times herein, DEFENDANTS were the joint employers of
9 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
10 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
11 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
12 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
13 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
14 Defendant, and each was the alter ego of the other.

15 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
16 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
17 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
18 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
19 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
20 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
21 failing to properly maintain records; failing to provide accurate itemized statements for each pay
22 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
23 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
24 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

25 10. PLAINTIFF is informed and believes, and thereon allege, that each and every one
26 of the acts and omissions alleged herein were performed by, and/or attributable to, all
27 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
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1 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
2 and scope of said agency, employment and/or direction and control.

3 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
4 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
5 provision regulating minimum wages or hours and days of work in any order of the Industrial
6 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

7 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
8 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
9 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
10 Court.

11 **CLASS ACTION DESIGNATION**

12 13. This action is appropriately suited for a Class Action because:

13 a. The potential class is a significant number. Joinder of all current and
14 former employees individually would be impractical.

15 b. This action involves common questions of law and fact to the potential
16 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
17 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
18 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
19 business practices arising from such violations.

20 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
21 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
22 IWC wage order, and the Business and Professions Code.

23 d. PLAINTIFF is able to fairly and adequately protect the interests of all
24 members of the class because it is in her best interests to prosecute the claims alleged herein to
25 obtain full compensation due to them for all services rendered and hours worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
12 § 226.7, 512 and IWC Wage Order No. 5-2001, § 11.

13 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
15 not provided with a meal period, in accordance with the applicable wage order, one additional
16 hour of compensation at each employee's regular rate of pay for each workday that a meal period
17 was not provided.

18 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]

(Against all DEFENDANTS)

19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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

(Against all DEFENDANTS)

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all

1 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
2 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
3 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
4 on the seventh consecutive day of work in any workweek.

5 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
8 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
9 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
10 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
11 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
12 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
13 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
14 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
15 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
16 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
17 discovered.

18 26. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
21 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
24 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
26 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
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1 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
2 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
3 fees, expenses, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Minimum Wages**

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

7 **(Against all DEFENDANTS)**

8 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
11 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
12 worked in a payroll period is unlawful.

13 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
14 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
15 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
16 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
17 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
18 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
19 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
20 period; and other methods to be discovered.

21 31. DEFENDANTS' conduct described herein violates California Labor Code §§
22 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
23 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
24 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
25 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
26 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
27 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

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

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

4 **(Against all DEFENDANTS)**

5 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
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1 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
2 to California Labor Code §§ 1194 and 2699.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Maintain Required Records**

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

6 **(Against all DEFENDANTS)**

7 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

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

16 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
19 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
20 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
21 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
22 provided in California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

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

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

4 **(Against all DEFENDANTS)**

5 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
11 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
12 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
13 § 226 and IWC Wage Order No. 5-2001, § 7.

14 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
15 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
16 statements in accordance with California Labor Code § 226(a).

17 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
20 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
21 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
22 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
23 California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

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

11 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for shoes/uniform-related items, cell
15 phone usage, and other employment-related expenses, in violation of California Labor Code §
16 2802.

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

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

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

4 **(Against all DEFENDANTS)**

5 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

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

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

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

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54. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

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

TENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698–2699.5]

(Against All DEFENDANTS)

56. PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the subparagraphs thereto.

57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS MEMBERS.

58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil

1 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
2 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
3 representative action for the violations set forth above, including but not limited to violations of
4 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
5 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'
6 fees and costs pursuant to California Labor Code § 2699(g)(1).

7 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
8 October 18, 2021 by online filing to the California Labor and Workforce Development Agency
9 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
10 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
11 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
12 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

13 60. Therefore, PLAINTIFF has complied with all of the requirements set forth in
14 California Labor Code § 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
17 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
18 and each of them, as follows:

- 19 1. For compensatory damages in an amount to be ascertained at trial;
20 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
21 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
22 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
23 and IWC Wage Order No. 5-2001;
24 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
25 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
26 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
27 from engaging in the unlawful business practices complained of herein;
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6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys’ fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys’ fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF’s counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

DATED: October 18, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for Plaintiff
RODRIGO “KRISTY” RAMIREZ LOPEZ
individually, and on behalf of other persons
similarly situated

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DATED: October 18, 2021

MATERN LAW GROUP, PC

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