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and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DULCE ZUAZO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

TEDDY'S INVESTMENTS, INC.;
TEDDY'S ATTITUDE OF GRATITUDE
INVESTMENTS; TEDDYS RED TACOS
LAX INC; THE ORIGINAL TEDDY'S
RED TACOS VENICE LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 22STCV00296

*Assigned for All Purposes to:
Hon. David S. Cunningham III
Dept. SS11*

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Provide Meal Periods;
2. Failure to Permit Rest Breaks;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due Upon Separation of Employment;
5. Failure to Reimburse Necessary Business Expenses;
6. Violation of Business and Professions Code §§ 17200, *et seq*; and
7. Enforcement of Labor Code § 2698 *et seq*. ("PAGA").

1 Plaintiff Dulce Zuazo, individually, and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Dulce Zuazo (“Plaintiff”) brings this putative class action and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants Teddy’s Investments, Inc., Teddy’s Attitude of Gratitude
7 Investments, Teddys Red Tacos LAX Inc, The Original Teddy’s Red Tacos Venice LLC, and
8 DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of herself individually
9 and on behalf of California citizens who are and were employed by Defendants as non-exempt
10 employees throughout California.

11 2. Defendants are in the restaurant industry.

12 3. Through this action, Plaintiff alleges that Defendants have engaged in a
13 systematic pattern of wage and hour violations under the California Labor Code and Industrial
14 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
15 unfair competition.

16 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
17 increased their profits by violating state wage and hour laws by, among other things:

- 18 (a) Failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (b) Failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (c) Failing to provide accurate itemized wage statements;
- 22 (d) Failing to pay all wages due upon separation of employment; and
- 23 (e) Failing to reimburse all business expenses incurred by the employee in
24 direct consequence of the discharge of his or her duties.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
26 others similarly situated in California to recover, among other things, unpaid wages and
27 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§
28 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 512, 558, 1174, 1174.5, 2800, 2802, 2698, *et*

1 seq., and Code of California Civil Procedure § 1021.5.

2 **JURISDICTION AND VENUE**

3 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
4 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
5 of the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
8 causes except those given by statutes to other courts. The statutes under which this action is
9 brought do not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play
14 and substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, or the acts and omissions alleged herein
17 took place in this county.

18 **THE PARTIES**

19 10. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during
20 the Class Period in California.

21 11. Plaintiff is informed and believes, and thereon alleges that at all times
22 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
23 Orders as employers, whose employees were and are engaged throughout this county and the
24 State of California.

25 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
27 Complaint and serve such fictitiously named defendants once their names and capacities
28 become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

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

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of herself and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200, *et. seq.*, and IWC Wage Order violations.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. Plaintiff's proposed class consists of and is defined as follows:

Class

1 All California citizens currently or formerly employed by Defendants as non-
2 exempt employees in the State of California at any time between July 10, 2017¹
3 and the date of class certification (“Class”).

4 21. Plaintiff also seeks to certify the following subclass of employees:

5 Waiting Time Subclass

6 All Class Members who separated their employment with Defendants at any time
7 between July 10, 2018 and the date of class certification (“Subclass” or “Waiting
8 Time Subclass”).

9 22. Plaintiff reserves the right to establish other or additional subclasses, or modify
10 or re-define the Class, or any class or subclass definition as appropriate based on investigation,
11 discovery, and specific theories of liability.

12 23. Members of the Class and the Subclass described above will be collectively
13 referred to as “Class Members.”

14 24. There are common questions of law and fact as to the Class Members that
15 predominate over any questions affecting only individual members including, but not limited to,
16 the following:

- 17 (a) Whether Defendants deprived Plaintiff and Class Members of timely
18 meal periods or required Plaintiff and Class Members to work through
19 meal periods without compensation;
- 20 (b) Whether Defendants deprived Plaintiff and Class Members of rest breaks
21 or required Plaintiff and Class Members to work through rest breaks
22 without compensation;
- 23 (c) Whether Defendants failed to provide Plaintiff and Class Members
24 accurate itemized wage statements;
- 25 (d) Whether Defendants failed to timely pay Plaintiff and the Subclass all
26 wages due upon termination or within seventy-two (72) hours of

27 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I,
28 Emergency Rule No. 9.

1 resignation;

2 (e) Whether Defendants required Plaintiff and class members to incur
3 expenses for work and then failed to adequately reimburse Plaintiff and
4 Class Members for such expenses;

5 (f) Whether Defendants' conduct was willful or reckless; and

6 (g) Whether Defendants engaged in unfair business practices in violation of
7 Business and Professions Code §§ 17200, *et seq.*

8 25. There is a well-defined community of interest in this litigation and the proposed
9 Class and Subclass are readily ascertainable:

10 (a) Numerosity: The Class Members are so numerous that joinder of all
11 members is impractical. Although the members of the entire Class and Subclass are unknown
12 to Plaintiff at this time, on information and belief, the class is estimated to be greater than one
13 100 individuals. The identities of the Class Members are readily ascertainable by inspection of
14 Defendants' employment and payroll records.

15 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
16 claims (or defenses, if any) of the Class Members because Defendants' failure to comply with
17 the provisions of California's wage and hour laws entitled each Class Member to similar pay,
18 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
19 sustained by the Class Members, because they arise out of and are caused by Defendants'
20 common course of conduct as alleged herein.

21 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
22 interests of all Class Members because it is in her best interest to prosecute the claims alleged
23 herein to obtain full compensation and penalties due to her and the Class Members. Plaintiff's
24 attorneys, as proposed class counsel, are competent and experienced in litigating large
25 employment class actions and versed in the rules governing class action discovery,
26 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,
27 will continue to incur attorneys' fees and costs that have been and will be necessarily expended
28 for the prosecution of this action for the substantial benefit of the Class Members.

1 (d) Superiority: The nature of this action makes use of class action
2 adjudication superior to other methods. A class action will achieve economies of time, effort,
3 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because
4 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the
5 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently
6 manage this case as a class action.

7 (e) Public Policy Considerations: Employers in the State of California
8 violate employment and labor laws every day. Current employees are often afraid to assert their
9 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
10 actions because they believe their former employers might damage their future endeavors
11 through negative references and/or other means. Class actions provide class members who are
12 not named in the complaint with a type of anonymity that allows for the vindication of their
13 rights while affording them privacy protections.

14 **GENERAL ALLEGATIONS**

15 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
16 California residents as non-exempt employees at Defendants' California business location(s).

17 27. Defendants continue to employ non-exempt employees within California.

18 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Class Members were entitled to receive all required meal
24 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
25 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
26 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal
27 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
28 rate of pay when they did not receive a timely, uninterrupted meal period.

1 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
3 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
4 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
5 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
6 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

7 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to reimbursement for
9 necessary expenditures incurred in connection with the performance and execution of their job
10 duties. In violation of the California Labor Code, Plaintiff and class members did not receive
11 adequate reimbursement for necessary business expenses.

12 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that the Class Members were entitled to receive itemized wage statements
14 that accurately showed the employer name and address, gross and net wages earned, total hours
15 worked, all applicable hourly rates in effect, and the number of hours worked at each hourly
16 rate in accordance with California law. In violation of the Labor Code, the Class Members were
17 not provided with accurate itemized wage statements.

18 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the Waiting Time Subclass members were entitled to timely payment
20 of wages due upon separation of employment. In violation of the Labor Code, the Waiting
21 Time Subclass did not receive payment of all wages within permissible time periods.

22 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and Class Members, and
24 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
25 intentionally failed to do so in order to increase Defendants' profits.

26 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on behalf of herself and all Class Members to recover, among other things,
28 unpaid wages, unpaid meal period premium payments, unpaid rest period premium payments,

1 interest, attorneys' fees, penalties, costs, and expenses.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS**

4 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

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

7 37. Labor Code § 226.7 provides that no employer shall require an employee to work
8 during any meal period mandated by the IWC Wage Orders.

9 38. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
10 employ any person for a work period of more than five (5) hours without a meal period of not
11 less than 30 minutes, except that when a work period of not more than six (6) hours will
12 complete the day's work the meal period may be waived by mutual consent of the employer and
13 the employee."

14 39. Labor Code § 512(a) provides that an employer may not require, cause, or permit
15 an employee to work for a period of more than five (5) hours per day without providing the
16 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
17 the total work period per day of the employee is not more than six (6) hours, the meal period
18 may be waived by mutual consent of both the employer and the employee.

19 40. Labor Code § 512(a) also provides that an employer may not employ an
20 employee for a work period of more than ten (10) hours per day without providing the employee
21 with a second meal period of not less than thirty (30) minutes, except that if the total hours
22 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not waived.

24 41. During the relevant time period, Plaintiff and Class Members did not receive
25 compliant meal periods for working more than five (5) and/or ten (10) hours per day because
26 their meal periods were missed, late, short, and/or they were not permitted to take meal periods.

27 42. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
28 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of

1 compensation for each work day that a compliant meal period is not provided.

2 43. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
3 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
4 and section 11 of the applicable IWC Wage Order.

5 44. As a result of Defendants' failure to pay Plaintiff and Class Members an
6 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
7 Class Members suffered and continue to suffer a loss of wages and compensation.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PERMIT REST BREAKS**

10 (Violation of Labor Code § 226.7; Violation of IWC Wage Order § 12)

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

13 46. Labor Code § 226.7(a) provides that no employer shall require an employee to
14 work during any rest period mandated by the IWC Wage Orders.

15 47. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
16 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
17 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the
18 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
19 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

20 48. During the relevant time period, Plaintiff and Class Members did not receive a
21 ten (10) minute rest period for every four (4) hours or major fraction thereof worked because
22 they were required to work through their daily rest periods and/or were not authorized to take
23 their rest periods.

24 49. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
25 requires an employer to pay an employee one (1) additional hour of pay at the employee's
26 regular rate of compensation for each work day that a compliant rest period is not provided.

27 50. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
28 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §

226.7(b) and section 12 of the applicable IWC Wage Order.

51. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

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

53. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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.

54. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to the Class Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by the Class Members.

55. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), the Class Members suffered injury and damage to their statutorily-protected rights. Specifically, the Class Members are deemed to suffer an injury pursuant to Labor Code

1 § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). The Class
2 Members were denied both their legal right to receive, and their protected interest in receiving,
3 accurate itemized wage statements under Labor Code § 226(a). Plaintiff has had to file this
4 lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur
5 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
6 costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This
7 has also delayed Plaintiff's ability to demand and recover the underpayment of wages from
8 Defendants.

9 56. The Class Members are entitled to recover from Defendants the greater of all
10 actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
11 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
12 (\$100.00) per employee for each violation in subsequent pay periods in an amount not
13 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

14 57. Defendants' violations of California Labor Code § 226(a) prevented the Class
15 Members from knowing, understanding, and disputing the wages paid to them and resulted in
16 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
17 intentional failure to comply with California Labor Code § 226(a), the Class Members have
18 suffered an injury, in the exact amount of damages and/or penalties to be shown according to
19 proof at trial.

20 58. The Class Members are also entitled to injunctive relief under California Labor
21 Code § 226(h), compelling Defendants to comply with California Labor Code § 226.
22 Accordingly, the Class Members seek the recovery of attorneys' fees and costs incurred in
23 obtaining this injunctive relief.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

26 (Violation of Labor Code §§ 201, 202, and 203)

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

60. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

61. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon termination, including, but not limited to, meal period premiums, and rest period premiums either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

62. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

63. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

64. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

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

66. Labor Code § 2800 states that an employer shall in all cases indemnify his

1 employee for losses.

2 67. Labor Code § 2802 requires employers to indemnify their employees for all
3 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
4 their duties.

5 68. Section 9 of the applicable IWC Wage Order states that when tools or equipment
6 are required by the employer or are necessary to the performance of a job, such tools and
7 equipment shall be provided and maintained by the employer.

8 69. During the relevant time period, Defendants required Plaintiff and class members
9 to incur expenses without properly compensating them for such expenses.

10 70. In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify
11 Plaintiff and class members for these expenses.

12 71. In committing the violations as herein alleged, Defendants have intentionally and
13 willfully failed to fully reimburse Plaintiff and class members for necessary business-related
14 costs and expenses. As a direct result, Plaintiff and class members have suffered and continue to
15 suffer substantial losses relating to the use and enjoyment of such compensation, wages,
16 expenses, and attorney's fees.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

19 (Violation of Business and Professions Code §§ 17200, *et seq.*)

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

22 73. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
23 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice
24 . . .”

25 74. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
26 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
27 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
28 suffer injuries-in-fact.

1 75. Defendants' policies and practices violated state law in at least the following
2 respects:

- 3 (a) Failing to provide compliant meal periods without paying Plaintiff and
4 Class Members premium wages for every day said meal periods were not
5 provided in violation of Labor Code §§ 226.7 and 512;
- 6 (b) Failing to authorize or permit compliant rest breaks without paying
7 Plaintiff and Class Members premium wages for every day said rest
8 breaks were not authorized or permitted in violation of Labor Code §
9 226.7;
- 10 (c) Failing to provide the Class Members with accurate itemized wage
11 statements in violation of Labor Code § 226;
- 12 (d) Failing to timely pay all earned wages to the members of the Waiting
13 Time Subclass upon separation of employment in violation of Labor
14 Code §§ 201, 202, and 203; and
- 15 (e) Failing to reimburse business expenses in violation of Labor Code §§
16 2800 and 2802.

17 76. As alleged herein, Defendants systematically engaged in unlawful conduct in
18 violation of the California Labor Code and IWC Wage Orders, such as failing to provide meal
19 periods and rest periods or compensation in lieu thereof, failing to furnish accurate wage
20 statements, failing to pay all wages due and owing upon separation of employment in a timely
21 manner, and failing to reimburse business expenses, all in order to decrease their costs of doing
22 business and increase their profits.

23 77. At all relevant times herein, Defendants held themselves out to Plaintiff and
24 Class Members as being knowledgeable concerning the labor and employment laws of
25 California.

26 78. At the time Plaintiff and Class Members were hired, Defendants knowingly,
27 intentionally, and wrongfully misrepresented to each of them their conformance with the
28 California Labor Code and IWC Wage Orders, including proper payments required by law.

79. At all times relevant herein, Plaintiff and Class Members relied on and believed Defendants' representations concerning their conformance with California's wage and hour laws all to their detriment.

80. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

81. As a result of Defendants' intentional, willful, purposeful, and wrongful misrepresentation of their conformance with the California Labor Code and IWC Wage Orders, Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown according to proof at trial.

82. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

83. As a result of the unfair and unlawful business practices of Defendants, as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

84. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

85. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

1 86. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
4 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
5 an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

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

12 88. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
13 including, but not limited to, the following:

- 14 a. violation of Labor Code §§ 201, 202, 203, 204, 210, and 246 for failure to
15 timely pay all earned wages owed to Plaintiff and other aggrieved
16 employees during employment and upon separation of employment as
17 herein alleged;
- 18 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
19 periods to Plaintiff and other aggrieved employees and failure to pay
20 premium wages for missed meal periods as herein alleged;
- 21 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
22 Plaintiff and other aggrieved employees and failure to pay premium wages
23 for missed rest periods as herein alleged;
- 24 d. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
25 itemized wage statements to Plaintiff and other aggrieved employees as
26 herein alleged;

- 1 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
2 accurate and complete records showing, among other things, the hours
3 worked daily by and the wages paid to aggrieved employees; and
4 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
5 Plaintiff and other aggrieved employees for necessary business expenses
6 as herein alleged.

7 89. Plaintiff is an “aggrieved employee” because she was employed by the alleged
8 violator and had one or more of the violations committed against her, and therefore is properly
9 suited to represent the interests of all other aggrieved employees.

10 90. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
11 to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
12 other aggrieved employees under PAGA.

13 91. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
15 cited above.

16 92. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
17 herein.

18 **PRAYER FOR RELIEF**

19 Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief
20 and judgment against Defendants, jointly and severally, as follows:

- 21 1. For certification under California Code of Civil Procedure § 382 of the proposed
22 Class, Waiting Time Subclass, and any other appropriate subclasses;
23 2. For appointment of Dulce Zuazo as the class representative;
24 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
25 4. For compensatory damages in an amount according to proof at trial;
26 5. For an award of damages in the amount of unpaid compensation including, but
27 not limited to, unpaid wages, benefits, and penalties;
28 6. For economic and/or special damages in an amount according to proof at trial;

1 7. For statutory penalties to the extent permitted by law, including those pursuant
2 to the Labor Code and IWC Wage Orders;

3 8. For injunctive relief as provided by the California Labor Code and California
4 Business and Professions Code §§ 17200, *et seq.*;

5 9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

6 10. For an order requiring Defendants to restore and disgorge all funds to each
7 employee acquired by means of any act or practice declared by this Court to be unlawful,
8 unfair, or fraudulent and, therefore, constituting unfair competition under Business and
9 Professions Code §§ 17200, *et seq.*;

10 11. For pre-judgment interest;

11 12. For civil penalties;

12 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
13 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
14 226(e), 1194, and 2698 *et seq.*; and

15 14. For such other relief as the Court deems just and proper.

16
17 Dated: April 7, 2022

AEGIS LAW FIRM, PC

18
19 By: Christopher Harvey
20 Christopher Harvey
21 Attorneys for Plaintiff Dulce Zuazo
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28

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On April 7, 2022, I served the foregoing document entitled:

5 • **FIRST AMENDED CLASS ACTION COMPLAINT**

6 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

7 Ashley Morris
8 Shahrokh Sheik
9 Charanjit Singh
10 **WEINBERG GONSER, LLP**
11 10866 Wilshire Blvd., Suite 1650
12 Los Angeles, California 90024
Direct: 424.239.2851
Facsimile: 424.238.3060
ashley@weinberg-gonser.com
Shahrokh@weinberg-gonser.com
debora@weinberg-gonser.com
charanjit@wgfcounsel.com

13 *Attorneys for Defendant:*

14 TEDDYS INVESTMENTS INC; TEDDYS ATTITUDE OF GRATITUDE INVESTMENTS;
15 TEDDYS RED TACOS LAX INC; THE ORIGINAL TEDDY'S RED TACOS VENICE LLC

16 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S.
17 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
18 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.*
R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)

19 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
20 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
21 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

22 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
23 electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc. §*
1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

24 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
25 the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
5(b)(2)(A).)

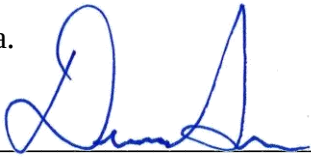
26 ///

27 ///

28 ///

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

3 Executed on April 7, 2022, at Irvine, California.

4 

5 Delaney Graves