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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JUAN SOTO and FERNANDA FUNES,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

STINE ENTERPRISES, INC., an Arizona
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2022-00005175-CU-OE-CTL

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

Action Filed: February 9, 2022
PAGA Notice Filed: February 9, 2022
LWDA Case No. LWDA-CM- 867401-22

DEMAND FOR JURY TRIAL

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1 Plaintiffs Juan Soto and Fernanda Funes (collectively “Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Stine Enterprises and Does 1 through
6 10 (collectively referred to as “Defendants”) for California Labor Code violations stemming from
7 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide
8 meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of
9 hours worked and meal periods, failure to timely pay all wages to terminated employees, failure
10 to indemnify necessary business expenses, and failure to furnish accurate wage statements.

11 2. For over 50 years, California’s courts and legislature have recognized that this
12 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
13 Wages are not ordinary debts. Because of the economic position of the average worker and his
14 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
15 that employees are promptly paid the minimum/overtime wages that the Legislature has required
16 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
17 criminalized certain types of violations. In extending extra protection to deter violations of these
18 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
19 other damages other than civil penalties—California has enacted the PAGA to permit an
20 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
21 action.

22 3. All non-exempt California employees of Defendants, beginning February 9, 2021
23 to the present, are “Aggrieved Employees.”

24 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on
25 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
26 California. Plaintiffs do not seek to recover anything other than penalties as permitted by
27 California Labor Code Section 2699 at this time. To the extent that statutory violations are
28 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages

1 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
2 declaratory relief, and injunctive relief for themselves and all aggrieved employees as permitted
3 by the PAGA.

4 5. Defendants own/owned and operate/operated an industry, business, and
5 establishment within the State of California, including San Diego County. As such, and based
6 upon all the facts and circumstances incident to Defendants' business in California, Defendants
7 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
8 Commission ("IWC"), and the California Business & Professions Code.

9 6. Despite these requirements, throughout the statutory period Defendants maintained
10 a systematic, company-wide policy and practice of:

- 11 (a) Failing to pay employees for all hours worked, including all minimum
12 wages, and overtime wages in compliance with the California Labor Code
13 and IWC Wage Orders;
- 14 (b) Failing to provide employees with timely and duty-free meal periods in
15 compliance with the California Labor Code and IWC Wage Orders, failing
16 to maintain accurate records of all meal periods taken or missed, and
17 failing to pay an additional hour's pay for each workday a meal period
18 violation occurred;
- 19 (c) Failing to authorize and permit employees to take timely and duty-free rest
20 periods in compliance with the California Labor Code and IWC Wage
21 Orders, and failing to pay an additional hour's pay for each workday a rest
22 period violation occurred;
- 23 (d) Failing to indemnify employees for necessary business expenses incurred;
- 24 (e) Willfully failing to pay employees all minimum wages, overtime wages,
25 meal period premium wages, and rest period premium wages due within
26 the time period specified by California law when employment terminates;
27 and
- 28 (f) Failing to maintain accurate records of the hours that employees worked.

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiffs

9. Plaintiff Juan Soto is a California resident that worked for Defendants as a shift manager during the statutory period. Plaintiff Fernanda Funes is a California resident that worked for Defendants as a cashier during the statutory period.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Stine Enterprises, Inc. is:

(a) An Arizona corporation with its principal place of business in San Diego, California.

(b) A Business entity conducting business in numerous counties throughout the State of California, including in San Diego County;

(c) The former employer of Plaintiffs, and the current and/or former employer

of the putative Aggrieved Employees. Stine Enterprises, Inc. suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants were doing business as Jack in the Box.

12. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the Aggrieved Employees definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 15. Plaintiffs are California residents who worked for Defendants in the County of San
3 Diego and Riverside counties, State of California. During the statutory period, Defendants
4 classified Plaintiffs as non-exempt from California's overtime requirements, and paid Plaintiffs
5 an hourly wage.

6 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
7 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
8 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
9 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
10 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
11 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
12 working for Defendants was typical and illustrative.

13 17. Throughout the statutory period, Defendants maintained a policy and practice of
14 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime
15 wages. Plaintiffs and the Aggrieved Employees earned non-discretionary bonuses and other
16 remuneration during their employment. However, Defendants failed to incorporate all
17 remuneration when calculating the correct overtime rate of pay, leading to underpayment of
18 wages. Also throughout the statutory period, Plaintiffs and some of the Aggrieved Employees
19 were required to undergo COVID screening prior to clocking into work, which led to
20 underpayment of wages off the clock. Further, Plaintiffs and the Aggrieved Employees were
21 occasionally required to reboot the timekeeping system, which required a wait while off the clock
22 and uncompensated. Further, Plaintiffs and the Aggrieved Employees were sometimes required
23 to work during their meal periods, leading to interrupted meal periods that were off the clock and
24 uncompensated. Further, Plaintiffs and the Aggrieved Employees occasionally missed meal
25 periods, but meal periods were automatically deducted from their pay, leading to uncompensated
26 time worked. Also throughout the statutory period, Plaintiffs and the Aggrieved Employees were
27 occasionally required to show up to work, only to be sent home early without being paid
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1 reporting time pay. In maintaining a practice of not paying all wages owed, Defendants failed to
2 maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

3 18. Throughout the statutory period, Defendants have wrongfully failed to provide
4 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
5 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
6 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
7 free meal period for every five hours of work, or without compensating Plaintiffs and the
8 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
9 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the
10 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
11 for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
12 policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved Employees in
13 compliance with California law.

14 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
15 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
16 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
17 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
18 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
19 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees
20 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
21 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover,
22 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
23 Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices
24 regarding the timing of rest periods. Defendants also did not have adequate policies or practices
25 to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods.
26 Further, Defendants did not maintain accurate records of employee work periods, and therefore
27 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
28 during the middle of each work period. Defendants also automatically deducted meal breaks in

1 the event that Plaintiffs and the Aggrieved Employees missed meal breaks. Accordingly,
2 Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved
3 Employees to take rest periods in compliance with California law.

4 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
5 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
6 Defendants without reimbursement. For example, Plaintiffs and the Aggrieved Employees were
7 required to use their personal cellular telephones for work, without reimbursement. Plaintiffs and
8 the Aggrieved Employees were also required to purchase items such as specific types of shoes,
9 face masks, and gloves, without reimbursement.

10 21. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
12 all minimum wages, overtime wages, meal period premium wages, and rest period premium
13 wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final
14 paychecks immediately upon termination.

15 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
16 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
17 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
18 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
19 provided in accordance with California law, correct wages for rest periods that were not
20 authorized and permitted to take in accordance with California law, and Defendant's address).
21 Further, the wage statements do not show Defendant's address as required by California law. As
22 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Aggrieved
23 Employees suffered injury because, among other things:

- 24 (a) the violations led them to believe that they were not entitled to be paid minimum
25 wages, overtime wages, meal period premium wages, and rest period premium
26 wages to which they were entitled, even though they were entitled;
27
28

- 1 (b) the violations led them to believe that they had been paid the minimum, overtime,
2 meal period premium, and rest period premium wages, even though they had not
3 been;
- 4 (c) the violations led them to believe they were not entitled to be paid minimum,
5 overtime, meal period premium, and rest period premium wages at the correct
6 California rate even though they were;
- 7 (d) the violations led them to believe they had been paid minimum, overtime, meal
8 period premium, and rest period premium wages at the correct California rate even
9 though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have to
14 perform mathematical computations to determine the amounts of wages owed to
15 them, computations they would not have to make if the wage statements contained
16 the required accurate information;
- 17 (g) by understating the wages truly due them, the violations caused them to lose
18 entitlement and/or accrual of the full amount of Social Security, disability,
19 unemployment, and other governmental benefits;
- 20 (h) the wage statements inaccurately understated the wages, hours, and wages rates to
21 which Plaintiffs and the Aggrieved Employees were entitled, and Plaintiffs and the
22 Aggrieved Employees were paid less than the wages and wage rates to which they
23 were entitled.

24 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for
25 in California Labor Code § 226(e), including actual damages.

26 **FIRST CAUSE OF ACTION**

27 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

28 23. Plaintiffs incorporate by reference and re-allege as if fully stated herein

1 paragraphs 1 through 22 in this First Amended Complaint.

2 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
3 State of California and the applicable Industrial Welfare Commission Orders.

4 25. California Labor Code § 2699(a) specifically provides for a private right of action
5 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
6 law, any provision of this code that provides for a civil penalty to be assessed and collected by
7 the Labor and Workforce Development Agency or any of its departments, divisions,
8 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
9 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
10 herself and other current or former employees pursuant to the procedures specified in Section
11 2699.3.”

12 26. Plaintiffs have exhausted their administrative remedies pursuant to California
13 Labor Code § 2699.3. On February 9, 2022, Plaintiffs gave written notice by online filing to the
14 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
15 provisions of the Labor Code that Defendants have violated against Plaintiffs and current and
16 former Aggrieved Employees, including the facts and theories to support the violations. At the
17 time of this filing, 65 days has elapsed since Plaintiffs provided notice, but the Labor and
18 Workforce Development Agency has not indicated that it intends to investigate Defendants’
19 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
20 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
21 the Labor Code described in this Complaint. These penalties include, but are not limited to,
22 penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

23 27. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor
24 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
25 employing labor who willfully fails to maintain accurate and complete records required by
26 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
27 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
28 begins and ends each work period. Meal periods, and total hours worked daily shall also be

1 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
2 keep total hours worked in the payroll period and applicable rates of pay.

3 28. During the time period of employment for Plaintiffs and the Aggrieved
4 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
5 by failing to maintain accurate records showing meal periods, and accurate records showing
6 when employees begin and end each work period. Defendants' failure to provide and maintain
7 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
8 Employees the ability to know, understand and question the accuracy and frequency of meal
9 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
10 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
11 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
12 Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses
13 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
14 attorney's fees in seeking to compel Defendants to fully perform its obligation under state law,
15 all to their respective damage in amounts according to proof at trial. Because of Defendants'
16 knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and
17 the Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
18 understanding, and disputing the wage payments paid to them.

19 29. Based on the conduct described in this First Amended Complaint, Plaintiffs are
20 entitled to an award of civil penalties on behalf of themselves, the State of California, and
21 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in
22 all, is in an amount to be shown according to proof at trial. These penalties are in addition to all
23 other remedies permitted by law.

24 30. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
25 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
26 any action shall be entitled to an award of reasonable attorney's fees and costs."
27
28

1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of themselves, the State of California, and similarly Aggrieved
3 Employees of Defendants, prays for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **As to the First Cause of Action**

6 31. That the Court declare, adjudge and decree that Defendants violated the California
7 Labor Code by failing to pay wages for all hours worked (including minimum and overtime
8 wages), failing to provide meal periods, failing to maintain accurate records of meal periods,
9 failing to authorize and permit rest periods, failing to maintain accurate records of all hours
10 worked and meal periods, failing to reimburse business expenses, failing to pay final wages at
11 termination, and failing to furnish accurate wage statements;

12 32. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
13 applicable Labor Code provisions;

14 33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
15 Labor Code § 2699;

16 34. For such other and further relief as the Court may deem equitable and appropriate.

17 Respectfully submitted,

18
19 Dated: April 25, 2022

Respectfully submitted,

20 MOON & YANG, APC

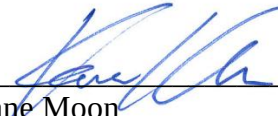
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22 By: 
23 Kane Moon
24 Lilit Ter-Astvatsatryan
25 Attorneys for Plaintiffs

26 **DEMAND FOR JURY TRIAL**

27 Plaintiffs demand a trial by jury as to all causes of action triable by jury.
28

Dated: April 25, 2022

MOON & YANG, APC

By: 

Kane Moon

Lilit Ter-Astvatsatryan

Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **FIRST AMENDED**
6 **REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by sending [] the
7 original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service
8 list:

9 Anne Dwyer
10 **SNELL & WILMER L.L.P.**
11 600 Anton Blvd, Suite 1400
12 Costa Mesa, California 92626-7689
13 Telephone: 714.427.7000
14 Facsimile: 714.427.7799
15 adwyer@swlaw.com

16 Attorneys for Defendant Stine Enterprises, Inc

17 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was
18 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of
19 collection and processing correspondence for mailing. Under that practice it would be deposited with
20 U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in
21 the ordinary course of business. I am aware that on motion of the party served, service is presumed
22 invalid if postal cancellation date or postage meter date is more than one day after date of deposit for
23 mailing in affidavit.

24 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
25 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in
26 this action.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
28 correct. Executed this **April 25, 2022** at Los Angeles, California.

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30 Ivette Hernandez
31 Type or Print Name

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