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7 Attorneys for Plaintiff MARCO ANTONIO RAMIREZ,
8 individually and on behalf of all others similarly situated

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF SAN BERNARDINO**

11 MARCO ANTONIO RAMIREZ, individually
and on behalf of all others similarly situated,

12
13 Plaintiff(s),

14 v.

15 HIGH POINT SALE & MARKETING LLC;
and DOES 1 through 100,

16
17 Defendant(s).

Case No. CIVRS2509468

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay for All Overtime Owed
5. Failure To Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Retaliation in Violation of Labor Code Section 1102.5, *et seq.*
11. Wrongful Termination in Violation of Public Policy

1 **RELEVANT PARTIES**

2 1. Plaintiff Marco Antonio Ramirez (“Plaintiff”) is an adult resident of San Bernardino County,
3 California, and was at all times relevant residing in San Bernardino County, California.

4 2. Defendant High Point Sale & Marketing LLC (“Defendant”) is a Texas Limited Liability
5 Company with its principal place of business located in Harris County, Texas. Defendant is
6 registered to and does conduct business in the State of California and is subject to the laws of the
7 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
8 they were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in San Bernardino County because the acts and omissions that
19 give rise to Plaintiff’s claims took place in San Bernardino County, and Defendants transact
20 substantial business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in San Bernardino County, California and Plaintiff suffered damages from
23 such conduct within San Bernardino County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff was employed by Defendants from on or about August 2021 through on or about
27 March 4, 2025.

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1 8. Plaintiff was initially engaged as a 1099 independent contractor but transitioned to W-2
2 employee status in or about 2022.

3 9. Plaintiff worked as a sales representative and merchandiser, visiting stores to build displays
4 and stock shelves.

5 10. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
6 often met with criticism and discouragement when taking full uninterrupted meal breaks, causing
7 these breaks to be short and not taken at the appropriate time. Despite not being provided with
8 compliant meal breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's
9 regular rate of pay.

10 11. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff did not
11 take rest breaks for approximately 1.5 years from late 2022 through his termination in or about
12 March 2025 due to workplace pressure.

13 12. When questioned about this, Plaintiff specifically asked supervisor Angie to identify any
14 time she had seen him take a break, to which she could not respond.

15 13. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
16 for these missed breaks at Plaintiff's regular rate of pay.

17 14. Defendants failed to pay Plaintiff for all hours worked because throughout his employment,
18 Defendant required Plaintiff to load and unload marketing materials including standees, posters,
19 banners, and cardboard shippers in his personal vehicle while off the clock.

20 15. This requirement to carry work materials in Plaintiff's personal vehicle was never disclosed
21 during the hiring process and does not appear in the employee handbook.

22 16. Plaintiff consistently spent approximately 30 minutes daily performing this unpaid loading
23 and unloading work.

24 17. When Plaintiff attempted to resolve this issue by clocking in from home during loading and
25 unloading activities, he was reprimanded by management including his supervisor Ty Duncan and
26 HR representative Andrea Rodriguez.

27 18. Defendant explicitly told Plaintiff he could not be compensated for this time, despite
28 acknowledging that his personal vehicle was not a storage unit.

1 19. Defendants failed to pay Plaintiff all overtime owed because Plaintiff frequently worked
2 overtime of 10-45 minutes approximately every other day due to the nature of his sales and
3 merchandising duties.

4 20. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
5 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay
6 that Plaintiff earned when calculating Plaintiff's regular rate of pay.

7 21. Plaintiff's paystubs show he was never compensated for overtime, despite often working
8 over 8 hours in a day and 40 hours in a workweek. These shortfalls occurred consistently
9 throughout his employment as a W-2 employee.

10 22. After Plaintiff began asserting his rights to proper compensation, Defendant's treatment of
11 him changed markedly.

12 23. Plaintiff received his first warning in or about August-October 2024 specifically related to
13 his attempts to be compensated for loading and unloading work.

14 24. Defendant refused to pay Plaintiff for time spent on work-related activities they required
15 him to perform off the clock.

16 25. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
17 promised a biweekly car allowance and a monthly allowance for phone expenses but Plaintiff did
18 not receive the full amounts.

19 26. Defendants failed to provide Plaintiff with accurate wage statements because the wage
20 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
21 other things.

22 27. On or about March 4, 2025, just days after continuing to raise these concerns, Plaintiff was
23 terminated with the vague explanation that "the company decided to end my work contract."

24 28. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
25 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
26 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

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PAGA ALLEGATIONS

29. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

30. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

31. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

32. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

33. On July 9, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

34. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

35. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to July 9, 2025, through final disposition of this action.”

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1 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

2 36. On August 22, 2025, prior to initiating this complaint, Plaintiff filed with the California
3 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
4 Retaliation against Defendant. On August 22, 2025, the CCRD issued a Notice of Case Closure and
5 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
6 order to enforce their rights under FEHA.

7 37. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
8 prerequisite to filing this action.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Compliant Meal Periods**

11 **By Plaintiff Against All Defendants**

12 38. Plaintiff incorporates by reference the paragraphs above.

13 39. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
14 employee for a work period of more than five hours per day without providing the employee with a
15 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
16 without providing the employee with a second meal period of not less than 30 minutes”.

17 40. An employer provides compliant meal breaks to its employees “if it relieves its employees
18 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
19 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
20 1004, 1040 (2012)).

21 41. Not only must an employer affirmatively relieve its employees of all duty during their meal
22 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
23 (*Brinker*, supra).

24 42. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

25 43. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
26 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
27 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
28 11 Cal. 5th 858 (2021)).

1 44. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
2 break was missed.

3 45. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
4 penalties, attorney fees, and costs.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Provide Compliant Rest Periods**

7 **By Plaintiff Against All Defendants**

8 46. Plaintiff incorporates by reference the paragraphs above.

9 47. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
10 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
11 per four hours or major fraction thereof.

12 48. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
14 5th 257, 269 (2016)).

15 49. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

16 50. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
17 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
18 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
19 11 Cal. 5th 858 (2021)).

20 51. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
21 break was missed.

22 52. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
23 penalties, attorney fees, and costs.

24 **THIRD CAUSE OF ACTION**

25 **Failure to Pay for All Hours Worked**

26 **By Plaintiff Against All Defendants**

27 53. Plaintiff incorporates by reference the paragraphs above.

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1 54. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
2 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
3 40 hours in a workweek.

4 55. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

5 56. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
6 penalties, attorney fees, and costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay All Overtime Owed**

9 **By Plaintiff Against All Defendants**

10 57. Plaintiff incorporates by reference the paragraphs above.

11 58. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee.”

15 59. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

16 60. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
17 interest, penalties, attorney fees, and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Failure To Reimburse Work-Related Expenses**

20 **By Plaintiff Against All Defendants**

21 61. Plaintiff incorporates by reference the paragraphs above.

22 62. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
23 all necessary expenditures or losses incurred by the employee in direct consequence of the
24 employee's discharge of his or her duties.

25 63. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

26 64. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
27 attorney fees, and costs.

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1 **SIXTH CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 65. Plaintiff incorporates by reference the paragraphs above.

5 66. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 67. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 68. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 69. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **SEVENTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 **By Plaintiff Against All Defendants**

19 70. Plaintiff incorporates by reference the paragraphs above.

20 71. Labor Code sections 201 and 202 require that an employer provide an employee with all
21 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
22 employee's resignation.

23 72. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
24 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
25 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
26 thirty days.

27 73. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
28 conclusion of employment.

1 74. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
2 and costs.

3 **EIGHTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 75. Plaintiff incorporates by reference the paragraphs above.

7 76. Defendants' conduct described herein constitutes unfair competition.

8 77. Specifically, Defendants have gained an unfair advantage over other similarly situated
9 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
10 owed.

11 78. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 79. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **NINTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **By Plaintiff and the Aggrieved Employees Against All Defendants**

17 80. Plaintiff incorporates by reference the paragraphs above.

18 81. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 82. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 83. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
22 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
23 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

24 84. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
25 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
26 the penalties in Labor Code section 2699 apply.

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1 85. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 86. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 87. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 88. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 89. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
14 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
15 apply.

16 90. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
17 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
18 the manner alleged herein.

19 91. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
20 to Labor Code section 2699(g).

21 **TENTH CAUSE OF ACTION**

22 **Violation of California Labor Code Section 1102.5, *et seq.* - Retaliation**

23 **By Plaintiff Against All Defendants**

24 92. Plaintiff incorporates by reference the paragraphs above.

25 93. Labor Code section 1102.5(b) provides:

26 An employer, or any person acting on behalf of the employer, shall not
27 retaliate against an employee for disclosing information . . . to a person
28 with authority over the employee or another employee who has the
authority to investigate, discover, or correct the violation or
noncompliance . . . if the employee has reasonable cause to believe

1 that the information discloses a violation of state or federal statute, or
2 a violation of or noncompliance with a local, state, or federal rule or
3 regulation, regardless of whether disclosing the information is part of
4 the employee's job duties.

5 94. Plaintiff complained to Defendants regarding certain practices by Defendants that Plaintiff
6 reasonably believed were unlawful.

7 95. Plaintiff complained about those perceived illegal violations to persons with authority over
8 Plaintiff and other employees of Defendant that had the authority to investigate, discover, or correct
9 those illegal violations.

10 96. As a result of the foregoing complaints by Plaintiff, Defendants retaliated against Plaintiff by
11 subjecting him to adverse employment actions, rather than taking appropriate actions to investigate
12 or correct the perceived unlawful practices.

13 97. Plaintiff was harmed.

14 98. Defendants conduct was a substantial factor in causing Plaintiff's harm.

15 99. As a direct and proximate result of Defendant's adverse actions against Plaintiff, Plaintiff has
16 suffered and continues to sustain substantial losses in earnings and other employment benefits in an
17 amount according to proof at trial.

18 100. As a direct and proximate result of Defendant's adverse actions against Plaintiff, Plaintiff has
19 suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in an
20 amount according to proof at trial.

21 101. The conduct of Defendant's and each of them as described above was malicious, fraudulent,
22 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant's and
23 each of them and their agents/employees, managing agents, and/or supervisors, authorized, condoned,
24 and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
25 against each of said Defendants.

26 102. California Labor Code section 1102.5(j) permits the court to award reasonable attorneys' fees
27 to a prevailing Plaintiff. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this
28 action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 103. Plaintiff incorporates by reference the paragraphs above.

5 104. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
8 engagement in protected activity.

9 105. Based on the actions described above, Defendants terminated Plaintiff on account of
10 retaliation and discrimination.

11 106. Defendant's actions were in violation of California Public Policy.

12 107. Plaintiff was harmed.

13 108. Defendants conduct was a substantial factor in causing Plaintiff's harm.

14 109. As a direct and proximate result of Defendant's adverse actions against Plaintiff, Plaintiff has
15 suffered and continues to sustain substantial losses in earnings and other employment benefits in an
16 amount according to proof at trial.

17 110. As a direct and proximate result of Defendant's adverse actions against Plaintiff, Plaintiff has
18 suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in an
19 amount according to proof at trial.

20 111. The conduct of Defendant's and each of them as described above was malicious, fraudulent,
21 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendant's and
22 each of them and their agents/employees, managing agents, and/or supervisors, authorized, condoned,
23 and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
24 against each of said Defendants.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

27 **First Cause of Action**

28 1. Damages and/or penalties pursuant to Labor Code section 226.7

- 1 2. Interest
- 2 3. Attorneys' fees
- 3 4. Costs
- 4 5. Other relief the court deems proper

5 Second Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 7 2. Interest
- 8 3. Attorneys' fees
- 9 4. Costs
- 10 5. Other relief the court deems proper

11 Third Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 13 2. Liquidated damages
- 14 3. Interest
- 15 4. Attorneys' fees
- 16 5. Costs
- 17 6. Other relief the court deems proper

18 Fourth Cause of Action

- 19 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 20 2. Interest
- 21 3. Attorneys' fees
- 22 4. Costs
- 23 5. Other relief the court deems proper

24 Fifth Cause of Action

- 25 1. Reimbursement of all work-related expenses
- 26 2. Attorneys' fees
- 27 3. Costs
- 28 4. Interest

1 5. Other relief the court deems proper

2 Sixth Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Seventh Cause of Action

8 1. Penalties pursuant to Labor Code section 203

9 2. Attorneys' fees

10 3. Costs

11 4. Interest

12 5. Other relief the court deems proper

13 Eighth Cause of Action

14 1. Restitution of all wrongfully withheld wages

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 Ninth Cause of Action

19 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

20 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
21 violate the California Labor Code in the manner alleged herein

22 3. Attorneys' fees

23 4. Costs

24 5. Other relief the court deems proper

25 Tenth Cause of Action

26 1. Compensatory damages

27 2. Punitive damages

28 3. Attorneys' fees

- 1 4. Costs
2 5. Interest
3 6. Other relief the court deems proper

4 Eleventh Cause of Action

- 5 1. Compensatory damages
6 2. Punitive damages
7 3. Costs
8 4. Interest
9 5. Other relief the court deems proper

10 **JURY TRIAL DEMAND**

11 Plaintiff hereby demands a trial by jury on all issues so triable.

12
13 DATED: November 3, 2025

FRONTIER LAW CENTER

14 *Daniel Ginzburg*
15 DANIEL GINZBURG
16 Attorney for Plaintiff
17 MARCO ANTONIO RAMIREZ,
18 individually and on behalf of all
19 others similarly situated
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