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Attorney for Plaintiff,
ERIKA HERNANDEZ RAMIREZ, an individual, and on behalf of aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ERIKA HERNANDEZ RAMIREZ, an individual, and on behalf of all aggrieved employees,

Plaintiff,

v.

THE BOILING CRAB OPERATIONS, LLC, a California limited liability company; and DOES 1 through 20, inclusive,

Defendants.

Case No. 24STCV13888

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
3. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
4. **LATE PAYMENT PENALTIES (CAL. LABOR CODE §§204, 210);**
5. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**
6. **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §1198.5);**
7. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

DEMAND OVER $35,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, ERIKA HERNANDEZ RAMIREZ, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, ERIKA HERNANDEZ RAMIREZ, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant THE BOILING CRAB OPERATIONS, LLC (hereinafter referred to as "Employer") was and is a California limited liability company doing business at 140 Palm Ave., #210, Burbank, in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Employer owned and operated a private restaurant.

5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

6. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 5-2001, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and 558.1, and liable to Plaintiff on that basis.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore

said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendants.

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

10. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

<u>ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER</u>

11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of

defendants have ceased to exist.

12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Employer is completely dominated and controlled by one another and DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. Employer and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. Employer and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. Employer does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Employer and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Employer is, and at all times relevant hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Employer and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

13. Accordingly, Employer constitutes the alter ego of DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

16. On or about July 29, 2022, Employer hired Plaintiff to work as a dishwasher. At some point during her employment, Plaintiff took on a line cook position. Plaintiff is a full-time, non-exempt employee, and performs all of her job duties satisfactorily. Plaintiff is still employed by Employer.

17. Between approximately July 29, 2022 and June 30, 2023, Plaintiff's hourly wage rate was $17.50. During this time period, Plaintiff's schedule was four to five days per week, for an average of 8 hours per day.

18. Between approximately July 1, 2023 to May 30, 2024, Plaintiff's hourly wage rate was $18.39. During this time period, Plaintiff's schedule was four to five days per week, for an average of 8 hours per day.

19. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion

thereof. One or more of Plaintiff's 10-minute rest periods were not provided approximately 2 times per week.

20. Defendants' conduct described herein was undertaken, authorized, and/or ratified by Defendants' officers, directors and/or managing agents, including, but not limited to those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 1182.12, 1194, 1194.2
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

21. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

22. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for missed rest periods.

23. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

24. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

25. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of $50 for each underpaid

employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

26. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on or about 10 pay periods (biweekly) up and until on or about October 10, 2023, the first of which Defendants are penalized $50.00, and the remainder of which Defendants are penalized $100.00 each, for a total due in Labor Code §558 penalties of $950.00.

SECOND CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST BREAKS

LABOR CODE §§226.7

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

27. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

28. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

29. Defendants failed and refused to provide Plaintiff with rest periods as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows:

a. From approximately July 29, 2022 to June 30, 2023, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 96 days (2 days per week for 48 weeks).

b. From approximately July 1, 2023 to about October 10, 2023, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 28 days (2 days per week for 14 weeks).

30. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

a. From approximately July 29, 2022 to June 30, 2023, Defendants failed to provide Plaintiff with the statutory rest period on approximately 96 separate days. Consequently, Plaintiff is owed one hour of pay at $17.50 for each day, or $1,680.00, plus interest thereon, for unpaid rest periods.

b. From approximately July 1, 2023 to about October 10, 2023, Defendants failed to provide Plaintiff with the statutory rest period on approximately 28 separate days. Consequently, Plaintiff is owed one hour of pay at $18.39 for each day, or $514.92, plus interest thereon, for unpaid rest periods.

31. Thus, the total missed rest period compensation owing Plaintiff for this time period is $2,194.92.

32. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

33. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover such amounts in the combined amount of $2,194.92, pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS

LABOR CODE §§226 ET SEQ.

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

34. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

35. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its

employees for the greater of actual damages suffered by the employee, or, for those violations occurring within the one year immediately preceding the filing of a complaint pursuant to this section, $50.00 in civil penalties for the initial pay period in which a violation occurred, and $100.00 per employee for each subsequent pay period, up to a statutory maximum of $4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

36. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 during the one year immediately preceding the filing of a civil complaint alleging violations of this section, is subject to a $250.00 civil penalty for the initial pay period in which a violation occurred, and $1,000.00 per employee for each subsequent pay period, with no maximum.

37. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none of the required information, including hours actually worked.

38. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

39. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime, meal period, and rest period wages.

40. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code §226 approximately ten (10) times during the one year preceding the filing of this Complaint up to about October 10, 2023. Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties up to the statutory maximum amount of $4,000.00, whichever is greater.

41. In addition, for Defendant's ten (10) pay period violations for the one year prior to the filing of this Complaint, up to October 10, 2023, Defendants are penalized $250.00 for the first violation, and the remainder for which Defendants are penalized $1000.00 each, for a total due in Labor Code §226.3 penalties of $9,250.00.

42. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

FOURTH CAUSE OF ACTION

FOR LATE PAYMENT PENALTIES

LABOR CODE §§ 204, 210

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

43. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

44. At all relevant times, Defendants knowingly, willfully, and intentionally failed to pay all of the Plaintiff's accrued wages and other compensation due on the days designated in advance by the employer as the regular paydays (or, for all wages earned in excess of the normal work period, no later than the payday for the next regular payroll period), as required.

45. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest period compensation that Defendants should have paid but did not pay to Plaintiff during the term of Plaintiff's employment and which were due within the time restraints of Labor Code §§204. *(Naranjo v Spectrum Security Services, Inc. (2022) 13 Cal.5th 93)*

46. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 204 and 210.

47. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled pursuant to Labor Code §210 to late payment statutory penalties of one hundred dollars ($100) plus 25% of the amount of wages unlawfully withheld for the initial failure to pay wages due, and two

hundred dollars ($200) plus 25% of the amount of wages unlawfully withheld for each subsequent, willful, or intentional violation.

48. Based on Defendants' conduct as alleged herein, for the one calendar year immediately preceding the filing of this Complaint up to about October 10, 2023, Defendants are liable for a minimum of $2,350.00 in statutory penalties pursuant to Labor Code §210 and other applicable provisions, as well as attorneys' fees and costs.

FIFTH CAUSE OF ACTION

FOR PRIVATE ATTORNEY GENERAL ACT

LABOR CODE §2699

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

49. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

50. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

51. Plaintiff was and is an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

52. On August 17, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 204, 226, 226.7 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

53. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

54. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of $100 for each aggrieved employee per pay period for initial violation of each Labor Code section pleaded above and occurring within the year immediately preceding the filing of the Complaint, and $200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, §§ 204, 226, 226.7, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§ 226.3 and 558.

55. These penalties recoverable for Plaintiff alone, for each of the violations occurring within the calendar year immediately preceding the filing of this Complaint, total in the amount according to proof. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

56. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

SIXTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS
LABOR CODE §1198.5
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

57. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

58. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a $750.00 penalty, payable to the employee.

59. On June 29, 2023, Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants, which Defendants received.

60. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within the time required by Labor Code §1198.5, or ever.

61. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of $750.00.

SEVENTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

62. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

63. Defendants' violations of 8 Code of Regulations §11050, Industrial Welfare Commission Order No. 5-2001, Labor Code §§204, 210, 226, 226.7, 2699, and other applicable provisions, as alleged herein, including Defendants' failure to provide rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

64. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

65. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less than $950.00

2. For payment of rest period compensation pursuant to Labor Code §226.7, in the amount of no less than $2,194.92;

3. For damages pursuant to Labor Code §226 in the amount of no less than $1,950.00;

4. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no less than $9,250.00;

5. For late payment penalties pursuant to Labor Code §§204, 210 in the amount of no less than $2,350.00;

6. For statutory penalties pursuant to Labor Code §2699(f), in the amount according to proof on Plaintiff's own behalf, and on behalf of all of Defendants' aggrieved employees;

7. For all wages due pursuant to California Labor Code §1197.5(h) in an amount to be ascertained at trial;

8. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than $750.00;

9. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

10. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all this in an amount according to the proof;

11. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful conduct, and failure to pay wages and other compensation in accordance with the law;

12. For costs of suit, attorneys' fees, and expert witness fees pursuant to Labor Code and/or any other basis;

13. For post-judgment interest; and

14. For any other relief that is just and proper.

DATED: June 3, 2024

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By: ____________________________
Ramin R. Younessi, Esq.
Attorney for Plaintiff
ERIKA HERNANDEZ RAMIREZ
AND AGGRIEVED EMPLOYEES

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: June 3, 2024

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By: ____________________________
Ramin R. Younessi, Esq.
Attorney for Plaintiff
ERIKA HERNANDEZ RAMIREZ