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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By C. Preston ,Deputy Clerk

Attorneys for Plaintiff ANITA RAMIREZ

SUPERIOR COURT OF CALIFORNIA

SAN DIEGO COUNTY

ANITA RAMIREZ, an individual,

Plaintiff,

v.

GOURMET TAMALES, LLC; HECTOR
DIAZ, an individual; and DOES 1 through 50,
inclusive,

Defendants.

) CASE NO.: 26CU016087C
)
) SECOND AMENDED COMPLAINT
) FOR DAMAGES:
)
) 1. FAILURE TO PAY WAGES
) 2. FAILURE TO TIMELY FURNISH
) ACCURATE ITEMIZED WAGE
) STATEMENTS
) 3. UNFAIR BUSINESS PRACTICES
) 4. WAITING TIME PENALTIES
) 5. MEAL AND REST PERIOD
) VIOLATIONS
) 6. FAILURE TO REIMBURSE
) 7. FAILURE TO PROVIDE A COPY OF
) PAYROLL RECORDS AND EMPLOYEE
) FILE AND FAILURE TO MAINTAIN
) ACCURATE TIME RECORDS
) 8. PRIVATE ATTORNEYS GENERAL
) ACT OF 2004 ("PAGA") PER LABOR
) CODE §2699, et seq.
) 9. WRONGFUL TERMINATION AND
) RETALIATION IN VIOLATION OF
) LABOR CODE SECTIONS 98.6, 6310
) 10. FEHA VIOLATIONS
) 11. WRONGFUL TERMINATION IN
) VIOLATION OF PUBLIC POLICY
)
) [IMAGED FILE]
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)

1 Plaintiff ANITA RAMIREZ, an individual (hereinafter “Plaintiff”) alleges as follows:

2 **GENERAL ALLEGATIONS**

3 The public policy of California declares:

4
5 It is the public policy of this state to vigorously enforce minimum labor standards in
6 order to ensure employees are not required or permitted to work under substandard
7 unlawful conditions or for employers that have not secured the payment of compensation
8 and to protect employers who comply with the law from those who attempt to gain a
competitive advantage at the expense of their workers by failing to comply with
minimum labor standards.

9 (Labor Code §90.5 subd. (a).)

10 Despite this clear mandate, DEFENDANTS blatantly violated the California Labor Code
11 and the Industrial Welfare Commission (“IWC”) Wage Orders. Defendants willfully fail to pay
12 all mandated wages, and pay their employees in cash under the table and fail to provide and
13 maintain proper employee records regarding their employees.

14
15 1. This lawsuit is brought in response to the Defendants’ refusal to pay Plaintiff and
16 the other aggrieved employees all wages and premium wages that they earned during their
17 employment with Defendants, failed to fully relieve of duties during meal and rest periods, failed
18 to reimburse, failed to provide them with proper records, among other Labor Code violations,
19 and retaliated against, discriminated against, failed to engage in timely, good faith interactive
20 process, and wrongfully terminated Plaintiff due to reporting her work injury and due to her
21 requesting accommodation because of her resulting disability even though she was an exemplary
22 employee there for over 25 years.

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25 2. The acts complained of herein have occurred within the time period from four (4)
26 years preceding the filing of the original Complaint herein date of March 23, 2026 (hereinafter,
27 the “Relevant Time Period”).
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1 Industrial Welfare Commission of the State of California rendering him individually liable
2 pursuant to Labor Code Sections 558, 558.1, 1197.1, and 2699 et. seq. In addition, HECTOR
3 DIAZ is an officer, director, and person acting either individually or as a managing agent, who
4 paid or caused to be paid the Plaintiff and the other aggrieved employees a wage less than the
5 minimum, regular, and/or overtime rate of pay under the law, failed to fully relieve of duties
6 during meal and rest periods, failed to reimburse, and failed to provide accurate records and to
7 timely provide any employment records in response to a written request, or by an order of the
8 commission and is therefore subject to a civil penalty, restitution of wages payable to the
9 employee, and any applicable wages, damages and penalties plus fees and costs imposed
10 pursuant to Labor Sections 203, 226, 558, 558.1, 1197.1, and 2699 et. seq. Further, HECTOR
11 DIAZ is a person who retaliated against, discriminated, and wrongfully terminated Plaintiff for
12 reporting that she suffered a work injury and because she requested an accommodation due to her
13 resulting disability, which is in violation of Labor Code §§ 98.6, 1102.5, 6310, the California
14 Fair Employment and Housing Act (“FEHA”) and is in violation of public policy.

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18 8. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
19 herein, Defendant HECTOR DIAZ was the sole owner, CEO, officer, and managing agent of
20 Defendant GOURMET TAMALES, LLC, and that there exists, and at all times mentioned herein
21 existed, a unity of interest and ownership between Defendant HECTOR DIAZ and Defendant
22 GOURMET TAMALES, LLC, such that the individuality and separateness of this person and
23 entity have ceased.

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26 9. Plaintiff is informed and believes, and thereon alleges, that Defendant GOURMET
27 TAMALES, LLC was a mere shell, instrumentality, and conduit used by Defendant HECTOR
28 DIAZ to capably operate his personal business affairs, and that Defendant HECTOR DIAZ

1 completely dominated, controlled, and managed the entity's operational and financial practices to
2 suit his personal convenience. Specifically, Plaintiff alleges that the separate corporate
3 personality of GOURMET TAMALES, LLC is a fiction because Defendant HECTOR DIAZ
4 systematically disregarded corporate formalities and failed to maintain honest, adequate, and
5 accurate corporate and financial records. Defendants have explicitly admitted to maintaining an
6 off-the-books, underground "cash under the table" payroll system, wherein employees were paid
7 cash at regular rates of pay or none at all for some of the overtime hours worked, in direct
8 violation of California Labor Code sections 226 and 510.

11 10. Plaintiff is informed and believes, and thereon alleges, that by operating a cash-
12 under-the-table payroll system out of a predominantly cash-based business, Defendant HECTOR
13 DIAZ continuously commingled corporate and personal funds, diverted corporate assets for his
14 own personal use, and deliberately manipulated the financial records of GOURMET TAMALES,
15 LLC to conceal corporate revenue and avoid formal recording of labor expenses.

17 11. Plaintiff is informed and believes, and thereon alleges, that an inequitable and
18 unjust result will follow if the corporate separateness of GOURMET TAMALES, LLC and
19 HECTOR DIAZ is recognized. Defendant HECTOR DIAZ utilized the corporate shell of
20 GOURMET TAMALES, LLC as a shield to perpetrate a wrong, evade statutory labor
21 obligations, commit wage theft, and evade mandatory financial liabilities, including but not
22 limited to federal and state payroll taxes, Federal Insurance Contributions Act (FICA)
23 contributions, and California Employment Development Department (EDD) obligations.
24 Adhering to the fiction of the separate existence of GOURMET TAMALES, LLC would
25 promote injustice and sanction a fraud by permitting Defendant HECTOR DIAZ to escape
26 personal liability for the very statutory violations, retaliation, and discriminatory employment
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1 practices he personally orchestrated, directed, and executed while abusing the corporate form.
2 Accordingly, the corporate veil should be pierced, the corporate fiction disregarded, and
3 Defendant HECTOR DIAZ held individually and solidarily liable for all obligations and
4 liabilities of GOURMET TAMALES, LLC alleged herein.
5

6 12. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Second
7 Amended Complaint were licensed to do business and/or actually doing business in the State of
8 California. Plaintiff does not know the true names or capacities, whether individual, partner or
9 corporate, of DOES 1 to 50, inclusive and for that reason, DOES 1 to 50 are sued under such
10 fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474. Plaintiff will
11 amend this Complaint to allege such names and capacities as soon as they are ascertained.
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13 13. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
14 inclusive, are former co-employers and/or joint employers of Plaintiff.
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16 14. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
17 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiff the
18 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
19 written contract, implied in fact contract, or by way of common counts such as money had and
20 received. Plaintiff reserves the right to augment the foregoing allegations to more clearly set
21 forth this Defendant(s)’s liability as discovery progresses and reveals the same. Further, Plaintiff
22 is informed and believes that Defendants are the successors in interest to other unknown entities
23 or persons.
24

25 15. Plaintiff is informed and believes, and based upon such information and belief
26 alleges that the Defendants, and each of them, are now and/or at all times mentioned in this
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1 Second Amended Complaint were in some manner legally responsible for the events, happenings
2 and circumstances alleged in this Second Amended Complaint.

3 16. Plaintiff is further informed and believes, and based upon such information and
4 belief alleges, that at all times herein mentioned, all Defendants, and each of them, were and are
5 the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants,
6 and were, at all such times, acting within the course and scope of said employment and/or
7 agency; furthermore, that each and every Defendant herein, while acting as a high corporate
8 officer, director and/or managing agent, principal and/or employer, expressly directed, consented
9 to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as
10 herein alleged and was responsible in whole or in part for the matters referred to herein.
11

12 17. Plaintiff is further informed and believes, and based upon such information and
13 belief alleges, that at all times herein mentioned, Defendants, and each of them, proximately
14 caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
15 damages alleged in this Second Amended Complaint.
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17 18. Plaintiff is further informed and believes, and based upon such information and
18 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
19 employers and/or joint employers of Plaintiff.
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21 19. Defendants, and each of them, are now and/or at all times mentioned in this
22 Second Amended Complaint were members of and/or engaged in a joint venture, partnership and
23 common enterprise, and were acting within the course and scope of, and in pursuit of said joint
24 venture, partnership and common enterprise and, as such were co-employers and/or joint
25 employers of Plaintiff.
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20. Defendants, and each of them, at all times mentioned in this Second Amended Complaint concurred with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Second Amended Complaint.

21. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, some of the Defendants DOES 1 through 50, Inclusive, were the *alter egos* of the named Defendants. Plaintiff is informed and believes and thereon alleges that there exists such a unity of interest and ownership between the named Defendants and DOES 1 through 50, that the individuality and separateness of the named Defendants and DOES 1 through 50 has ceased to exist. The business affairs of named Defendants and DOES 1 through 50, are, and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants, and at all times relevant hereto, used each other as a mere shell and conduit for the conduct of certain of Defendants' affairs. 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. Accordingly, the named Defendants constitute the *alter ego* of Defendants DOES 1 through 50, and the fiction of their separate existence must be disregarded.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES

(Against all Defendants)

22. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

1 23. Plaintiff was an “employee” of Defendants (as defined by section 350 of the
2 Labor Code) but Defendants failed to pay Plaintiff and the other aggrieved employees all wages
3 earned for all hours worked. Plaintiff and the other aggrieved employees were employed as
4 cooks, food preparers, cleaners, supervisors, and cashiers.
5

6 24. Pursuant to Labor Code section 1197, payment of less than the minimum wage
7 fixed by the commission is unlawful.
8

9 25. During the entire period of time that Plaintiff and the other aggrieved employees
10 were employed by Defendants, and for the four (4) years preceding the filing of this lawsuit,
11 Defendants were required to compensate them at least at the minimum wage, but failed to carry
12 out their duties and responsibilities as an employer imposed under the laws and regulations of the
13 State of California and violated the law by failing to pay Plaintiff and the other aggrieved
14 employees at least the minimum wage for all hours worked pursuant to all applicable wage
15 orders and in accordance with Labor Code sections 200, 226, 500, 510, 558.1, 1194, 1194.2
16 1197, and 1197.1.
17

18 26. Defendants regularly failed to pay Plaintiff and the other aggrieved employees all
19 of the wages that they earned. In violation of state law, Defendants have knowingly and willfully
20 refused to perform their obligations to compensate Plaintiff and the other aggrieved employees
21 for minimum, regular, and overtime wages earned and all hours worked. As a direct result,
22 Plaintiff and the other aggrieved employees have suffered, and continue to suffer, substantial
23 losses related to the use and enjoyment of such unpaid wages, lost interest on such wages, costs
24 and attorneys’ fees in seeking to compel Defendants to fully perform its obligation under state
25 law, all to their damage in amounts according to proof at the time of trial, but in amounts in
26 excess of the minimum jurisdiction requirement of this Court. Defendants committed the acts
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1 alleged herein knowingly and willfully, with wrongful and deliberate intent. For instance,
2 Defendants fail to pay anything for overtime hours worked, or sometimes part of it in cash under
3 the table, causing minimum wage and overtime wage violations (“wage theft”).
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5 27. Defendants’ conduct described herein violates Labor Code sections 200, 226,
6 500, 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1. As a proximate result of the
7 aforementioned violations, Plaintiff and the other aggrieved employees have been damaged in an
8 amount according to proof at the time of trial, but in an amount in excess of the minimum
9 jurisdiction requirement of this Court. Therefore, pursuant to Labor Code sections 200, 203,
10 226, 558, 558.1, 1194, 1194.2, 1197, and 1197.1, Plaintiff is entitled to recover the unpaid
11 balance of minimum wages and damages for minimum wage violations, including but not limited
12 to LC 1194.2 liquidated damages in an amount to be proven at trial, plus interest, penalties,
13 attorneys’ fees, expenses, and costs of suit.
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16 28. Pursuant to Labor Code §200, “wages” includes all amounts for labor performed
17 by employees of every description, whether the amount is fixed or ascertained by the standard of
18 time, task, piece, commission basis, or other method of calculation.
19

20 29. Plaintiff and the other aggrieved employees have not been paid for all of their
21 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
22 wages in an amount to be proven at trial, plus interest, penalties, attorneys’ fees and costs.
23

24 30. Under California law, including but not limited to, Labor Code sections 200, 226,
25 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiff and the other
26 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
27 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
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1 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
2 work day, or after twelve (12) hours in any workday.

3 31. Throughout their employment with Defendants, Plaintiff and the other aggrieved
4 employees several times worked overtime hours. Plaintiff and the other aggrieved employees are
5 or were non-exempt employees entitled to overtime pay under California law, including but not
6 limited to Labor Code sections 200, 226, 500, 510, 558, 558.1, 1194 and 1198. Specifically,
7 Defendants require Plaintiff and the other aggrieved employees to work overtime, however,
8 Defendants fail to pay the employees at least at the overtime rate of pay for overtime hours
9 worked, thus causing overtime wage violations (“wage theft”). For instance, Defendants fail to
10 pay anything for overtime hours worked, or sometimes part of it in cash under the table, causing
11 minimum wage and overtime wage violations.

12 32. Under the applicable wage orders, statutes and regulations, Plaintiff and the other
13 aggrieved employees are entitled to one and one-half (1.5) times and double their regular rate of
14 pay for overtime work performed during the entire course of their employment with Defendants.

15 33. As a direct result, Plaintiff and the other aggrieved employees have suffered
16 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
17 and expenses and attorneys’ fees in seeking to compel Defendants to fully perform its obligation
18 under state law, all to their respective damage in amounts according to proof at the time of trial,
19 but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
20 herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff
21 and the other aggrieved employees, from improper motives amounting to malice, and in
22 conscious disregard of Plaintiff’s rights. Plaintiff is thus entitled to recover nominal, actual,
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1 compensatory damages in amounts according to proof at the time of trial, but in amounts in
2 excess of the jurisdiction of this Court.

3 34. Defendants' conduct described herein violates Labor Code sections 200, 226,
4 500, 510, 558, 558.1, 1194, and 1198. As a proximate result of the aforementioned violations,
5 Plaintiff has been damaged in an amount according to proof at the time of trial, but in an amount
6 in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections 200, 203,
7 226, 558, 558.1, 1198, and 1194, Plaintiff is entitled to recover the unpaid balance of overtime
8 compensation Defendants owe to Plaintiff and the other aggrieved employees in an amount to be
9 proven at trial, plus interest, penalties, attorneys' fees, expenses, and costs of suit.
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11 35. All accrued and earned vacation pay must be paid as wages at the time of
12 termination of an employee and earned vacation may not be forfeited by an employer pursuant to
13 Labor Code Sections 201, 202, 203, 227, and 227.3, and applicable Wage Orders.
14

15 36. Plaintiff and the other aggrieved employees earned vacation pay per Defendants'
16 vacation pay policy that was not taken by the employee or paid by Defendants at the time of
17 separation. Defendants willfully failed to pay Plaintiff and the other aggrieved employees all of
18 their earned vacation at the time of separation of their employment from Defendants. By
19 Defendants' failure to timely pay accrued vacation pay wages to Plaintiff and the other aggrieved
20 employees, Defendants willfully violated the provisions of Labor Code Sections 201, 202, 203,
21 227, and 227.3, and applicable Wage Orders.
22

23 37. An employer must pay its employees sick leave pursuant to Labor Code §246, et
24 seq. Defendants failed to pay for sick pay leave in violation of Labor Code §246, et seq.
25 Therefore, Plaintiff and the other aggrieved employees are entitled to unpaid sick pay leave in an
26 amount to be proven at trial, plus interest, penalties, attorneys' fees and costs.
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SECOND CAUSE OF ACTION
FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE STATEMENTS
(Pursuant to Labor Code §226(a) and (e))
(Against all Defendants)

38. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

39. Plaintiff is informed and believes and thereon alleges that Defendants, in violation of Labor Code §226(a), engaged in a practice with respect to Plaintiff and the other aggrieved employees of regularly failing to furnish them with accurate, itemized statements in writing showing (1) all gross wages earned, (2) all deductions, (3) net wages earned, (4) accurate rate of pay during each respective pay period for which wages and premium wages have been and continue to be due and owing, (8) all employer information, and/or (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, as well as all other information required by section 226 of the Labor Code.

40. Specifically, Defendants failed to provide wage statements to Plaintiff and the other aggrieved employees showing the above required information to the employees' damage, particularly since Defendants paid Plaintiff and the other aggrieved employees nothing or part in cash under the table for overtime hours worked, and nothing for meal and rest period premium wages earned. This allowed Defendants to get away with underpaying minimum, regular, overtime wages, and sick pay, meal and rest period premium wages ("wage theft"), and caused Plaintiff and the other aggrieved employees significant damages.

41. Plaintiff seeks damages and penalties pursuant to Labor Code §226(e) for each violation by Defendants of Labor Code §226 and pursuant to §§ 226.3, 558, 558.1, plus attorneys' fees and costs. In addition, Plaintiff seeks preliminary and permanent injunctive relief pursuant to Labor Code §226(h).

THIRD CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(BUSINESS & PROFESSIONS CODE §17200, et seq.)

(Against all Defendants)

42. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

43. Defendants have engaged in unfair business practices in California by utilizing and engaging in an unlawful pattern and practice of failing to properly pay employee compensation as described throughout this Second Amended Complaint, specifically, by requiring the Plaintiff and the other aggrieved employees to perform work without proper payment of minimum, regular, overtime, meal and rest period premium wages, sick pay, vacation pay, and other pay earned, without proper records and full FICA and EDD contributions since Plaintiff and the other aggrieved employees were paid in cash under the table, and failed to pay and report proper taxes to the US and California governments regarding these underpayments. Defendants' use of such practices constitutes a statutorily illegal, and thus, unfair business practice and provides an unfair advantage over Defendants' competitors.

44. Plaintiff seeks full restitution by Defendants as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair business practices complained of herein.

45. Plaintiff seeks the appointment of a receiver, as necessary, to oversee said restitution, including all wages earned and unpaid, including interest thereon.

46. The acts complained of herein, occurred, at least in part, within the last 4 years preceding the Relevant Time Period.

47. Further, if Defendants are not enjoined from the unlawful conduct described above, Defendants will continue unabated in its unlawful conduct, which will continue to result in irreparable injury to members of the general public, including, but not limited to Plaintiff and the other aggrieved employees, who are current and former employees of the Defendants, and for which there is no adequate remedy at law. Thus, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §203

(Against all Defendants)

48. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

49. Defendants failed to pay Plaintiff and the other aggrieved employees all earned wages upon the separation of their employment with Defendants in violation of Labor Code sections 201 and 202, including but not limited to, minimum, regular, overtime wages, sick pay and vacation pay, and meal and rest period premium wages.

50. Defendants' failure to pay Plaintiff and the other aggrieved employees all wages due was willful and done with malice. Plaintiff and the other aggrieved employees are therefore

1 entitled to penalties and damages pursuant to Labor Code §203, 204, 210, and pursuant to §§
2 558, 558.1, plus attorneys' fees and costs.

3
4 **FIFTH CAUSE OF ACTION**

5 **MEAL AND REST PERIOD VIOLATIONS**

6 **LABOR CODE §§ 226.7 and 512**

7 **(Against all Defendants)**

8 51. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
9 this section as though fully set forth herein.
10

11 52. Under California Labor Code sections 226.7, 512 and California Wage Orders,
12 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
13 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
14 the day's work then the meal period may be waived by mutual consent of the employer and
15 employee. Time records of meal periods must be kept except that meal periods during which
16 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
17 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
18 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
19 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
20 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
21 provided in a work day.
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24 53. At all times mentioned herein, Defendants violated Labor Code sections 226.7
25 and 512 by refusing to allow Plaintiff and the other aggrieved employees to be fully relieved of
26 their duties during their meal and rest periods in a timely manner, and many times not at all since
27 they were required to work through many of them on several occasions.
28

54. Accordingly, Plaintiff and the other aggrieved employees are entitled to seek damages available pursuant to the Labor Code, including but not limited to Labor Code sections 226.7, 512, 558, and 558.1 in an amount proven at trial, plus interest, penalties, fees, and costs.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges each and every one of the allegations contained in this Second Amended Complaint as though fully set forth herein.

56. Pursuant to Labor Code §2802(a), an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

57. Defendants paid Plaintiff and the other aggrieved employees in cash under the table for some of their wages, but failed to pay the employer's share of FICA (7.65%) of the employees' gross wages, such as Social Security and Medicare contributions, and the EDD contributions to the California EDD, causing loss to Plaintiff and the other aggrieved employees. Defendants must therefore issue amended W-2 forms with the correct amount of gross wages paid and/or earned, and remit the employer's portion of unpaid Social Security and Medicare taxes to the IRS and EDD contributions to the California EDD. As a consequence, Plaintiff will need an amount for loss caused due to having to hire accountants to file any necessary amendments to her tax returns and/or payment of any penalties to the IRS or other agencies due to the new W-2 forms and wage statements that will have to be issued by Defendants.

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58. Therefore, pursuant to Labor Code §§ 2802(c) and 558.1, the aggrieved employees are entitled to recover reimbursement for all necessary expenditures for loss caused by Defendants' failure to pay FICA and EDD contributions due to their payment of cash under the table for gross wages, and other business expenditures incurred in discharge of their daily duties for Defendants in an amount to be proven at trial, plus interest, plus penalties, attorneys' fees, expenses, and costs of suit.

SEVENTH CAUSE OF ACTION

EMPLOYEE FILE & PAYROLL RECORDS VIOLATION

LABOR CODE §§ 1198.5, 432, 226(b), (c), and (f), 1174.5

(Against all Defendants)

59. Plaintiff incorporates by reference and re-alleges each and every one of the allegations contained in this Second Amended Complaint as though fully set forth herein.

60. On or about February 3, 2026, Plaintiff, through her counsel, requested in writing that Defendants provide Plaintiff with a copy of all documents in her employee file, all documents that she signed, all payroll and time records, and employee handbooks that applied to her. Defendants failed to timely furnish Plaintiff with a copy of these records in violation of Labor Code §§432, and 226(b),(c), (f), and 1198.5; IWC Orders 1 through 15, Section 7, and IWC Order 16, Section 6. Plaintiff is therefore entitled to recover any and all penalties and compensation provided by the Labor Code, including the above mentioned sections and sections 558 and 558.1, for Defendants' failure to furnish the above requested records including at least \$750.00 in penalties pursuant to LC §§226(f) and \$750 pursuant to 1198.5, plus attorneys' fees and costs.

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61. Pursuant to Labor Code §1174(d), Defendants have a legal obligation to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.”

62. Defendants failed to maintain records of Plaintiff's and the other aggrieved employees' accurate hours worked which Defendant was required to keep pursuant to Labor Code §1174(d). Therefore, Defendants violated Labor Code §1174(d) by failing to collect and keep records indicating the accurate daily hours worked by Plaintiff and the other aggrieved employees.

63. Pursuant to Labor Code §1174.5, “any person employing labor who willfully fails to maintain... accurate and complete records required by subdivision (d) of Section 1174... shall be subject to a civil penalty of five hundred dollars (\$500).” Accordingly, Defendants are required to pay each of the four Plaintiffs and each of the other aggrieved employees an additional \$500.00 along with consequential damages.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)

PER LABOR CODE §2699, et seq.

(Against All Defendants)

64. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

65. On or about March 23, 2025, pursuant Labor Code sections 2699(a) and 2699.3, Plaintiff, through her counsel, provided notice in writing by online submission to the California

1 Labor Workforce Development Agency (“LWDA”) and via certified US Mail to Defendants and
2 each of them, that Plaintiff intended to assert a PAGA claim pursuant to section 2699(a) on her
3 own behalf, and in a representative capacity on behalf of other aggrieved employees of
4 Defendants, for Defendants’ violations of specified provisions of the California Labor Code. See
5 Exhibit 1 attached to this Second Amended Complaint. The LWDA did not respond within 65
6 days.
7

8 66. As a result, Plaintiff has perfected her right to sue Defendants in a civil action,
9 and to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of
10 all aggrieved employees (PAGA Employees).
11

12 67. As a result of the acts alleged throughout this Complaint, Plaintiff brings this
13 action on her own behalf, and in a representative capacity on behalf of other current or former
14 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
15 section 2699 for Defendants’ violations of the enumerated Labor Code sections, including, but
16 not limited to sections 200, 201, 202, 203, 204, 210, 216, 220, 221, 222, 223, 224, 225.5, 226,
17 226.3, 226.7, 226.8, 227, 227.3, 233, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 6310, 1174,
18 1174.5, 1175, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 1770-1781, and 2802.
19
20

21 68. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
22 are entitled to be awarded thirty-five (35%) percent of all penalties due under California law, in
23 addition to interest, attorney’s fees and costs.
24

25 69. The Court should award sixty-five (65%) percent of all penalties due under
26 California law to the State of California.

27 70. Plaintiff, on behalf of the State of California and the aggrieved employees,
28 therefore seeks to recover from Defendants, and each of them, allowable damages and civil

1 penalties for the violations claimed above regarding Plaintiff's claims, plus interest, costs, and
2 attorneys' fees, plus civil penalties regarding the other aggrieved employees' claims in an amount
3 according to proof at trial, in accordance with Labor Code sections 2699, *et seq.*
4

5 71. Defendants intentionally misclassified Plaintiff and the other aggrieved
6 employees as independent contractors and paid them part in W-2 employee paycheck with FICA
7 withholdings and part in business check or cash under the table or paid them completely with a
8 business check or cash under the table in order to save money on FICA contributions, and
9 payments to the EDD and other government entities to gain an unfair competitive advantage at
10 the expense of Plaintiff and the other aggrieved employees, the State and Federal governments,
11 and Defendants' business competitors that do comply with the law. This is in violation of LC §
12 226.8, *et seq.*
13

14 72. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare Commission
17 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
18 each underpaid employee for each pay period for which the employee was underpaid in addition
19 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
20 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
21 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
22 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
23 state that "[t]he civil penalties provided for in this section are in addition to any other civil or
24 criminal penalty provided by law."
25
26
27

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1 73. Labor Code Section 558.1(a) provides in pertinent part: “Any employer or other
2 person acting on behalf of an employer, who violates, or causes to be violated, any provision
3 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
5 2802, may be held liable as the employer for such violation.”
6

7 74. Defendants violated/violate, or caused/causes to be violated, multiple sections of
8 the Labor Code as well as provisions regulating hours and days of work in any order of the
9 Industrial Welfare Commission including those requiring payment of overtime wages, meal and
10 rest periods, business reimbursements, records violations, as set forth in detail throughout this
11 Second Amended Complaint.
12

13 75. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages,
14 damages, and penalties pursuant to Labor Code Sections 558 and 558.1.
15

16 **NINTH CAUSE OF ACTION**

17 **WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF LABOR CODE**

18 **CAL. LABOR CODE §§ 98.6, 1102.5, 6310, *et seq.***

19 **(Against all Defendants)**

20
21 76. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
22 this section as though fully set forth herein.

23 77. Labor Code §98.6, subdivision (a), prohibits employers from discharging an
24 employee or in any manner discriminating, retaliating, or taking any adverse action against any
25 employee or applicant for employment because the employee or applicant engaged in any
26 conduct delineated in Chapter 4 of Division 1 or Chapter 5 of Part 3 of Division 2 of the Labor
27 Code, made a written or oral complaint that he or she is owed unpaid wages, or because of the
28

1 exercise by the employee or applicant for employment on behalf of herself or others of any of
2 their rights.

3 78. Labor Code §6310(a)(4) provides in pertinent part: “No person shall discharge or
4 in any manner discriminate against any employee because the employee has done any of the
5 following:... (4) Reported a work-related fatality, injury, or illness...”

6 79. Labor Code §1102.5, subdivision (a), prohibits employers from making,
7 adopting, or enforcing any rule, regulation or policy that prevents employees from disclosing
8 information to his or her employer or to governmental agencies where the employee has
9 reasonable cause to believe that the information discloses a violation of state or federal law, or a
10 violation or noncompliance with a state or federal rule or regulation.

11 80. Labor Code §1102.5, subdivision (b), prohibits employers from retaliating
12 against an employee for disclosing information to his employer or a governmental agency where
13 the employee has reasonable cause to believe the information discloses a violation of state or
14 federal law, or a violation or noncompliance with a state or federal rule or regulation.

15 81. Defendants violated Labor Code §§ 98.6, 1102.5, 6310, *et seq.* where Defendants
16 retaliated against and wrongfully terminated Plaintiff because she reported her work injury and
17 because she requested minor accommodation for per her doctor’s note due to resulting disability
18 even though she could perform the vast majority of her regular duties. Immediately after the
19 reports, Defendants retaliated against Plaintiff and maliciously and intentionally terminated her
20 employment in retaliation for reporting her work injury and for requesting minor accommodation
21 per her doctor’s note despite her having an exemplary record at the company for over 25 years
22 working there.

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82. As a proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer general and special damages such as lost and continued loss of income and benefits, loss of professional advancement and reputation, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to her damage in an amount according to proof, but in excess of the jurisdictional amounts, plus penalties of at least \$10,000 per incident pursuant to LC §§ 98.6, 1102.5, 6310, *et seq.*, plus other damages and penalties.

83. In doing the things herein alleged, Defendants were guilty of oppression, fraud and malice, and, insofar as the things alleged were attributable to employees of Defendants, said employees were employed by Defendants with advance knowledge of the unfitness of the employees and they were employed with a conscious disregard for the rights of others; or Defendants authorized or ratified the wrongful conduct; or there was advance knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer, director or managing agent of Defendants all entitling Plaintiff to the recovery of exemplary and punitive damages.

TENTH CAUSE OF ACTION

WRONGFUL TERMINATION, RETALIATION, FAILURE TO ENGAGE IN TIMELY,

GOOD FAITH INTERACTIVE PROCESS, DISABILITY DISCRIMINATION AND

FAILURE TO ACCOMMODATE A DISABILITY IN VIOLATION OF FEHA

(Against all Defendants)

84. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

///

1 85. At all times mentioned herein, the Fair Employment and Housing Act, Govt.
2 Code §§ 12900-12996 (hereinafter “FEHA”), was in full force and effect and binding on
3 Defendant. These statutes required Defendants to refrain from discriminating against any
4 employee on the basis of disability, including failure to accommodate a disability. Within the
5 time provided under FEHA, Plaintiff filed complaints against Defendants with the Department of
6 Fair Employment and Housing alleging failure to accommodate a disability and wrongful
7 termination, all based on disability discrimination in full compliance with these sections, and
8 received right-to-sue letters. Attached hereto and incorporated herein by reference as Exhibit “2”
9 are true and correct copies of the right-to-sue notice received by Plaintiff. At all times that
10 Plaintiff worked for Defendants, Defendants have employed at least 5 employees.
11

12 86. FEHA not only prohibits discrimination, it affirmatively requires employers to
13 reasonably accommodate employees’ disabilities, and to engage in the interactive process with its
14 employees in determining a reasonable accommodation. Claims can be maintained for the
15 employer’s failure to provide reasonable accommodation, as well as for failure to engage in the
16 interactive process. CAL. GOV’T CODE §12940(m),(n); *Claudio v. Regents of the Univ. of Cal. I*,
17 134 Cal.App.4th 224, 242-243 (2005). It is also unlawful for an employer to discriminate
18 against an employee based upon the employer’s perception that the employee is a member of a
19 protected class.
20
21
22

23 87. Under California Government Code §12940, et seq. and the Fair Employment
24 and Housing Act, an employer is prohibited from discriminating against an employee because the
25 employee has a mental or physical disability or a medical condition. CAL. GOV’T CODE
26 §12940(a). The employer has an affirmative duty to accommodate disabled workers. *Sargent v.*
27 *Litton Systems, Inc.*, 841 F.Supp. 956, 962 (N.D. Cal. 1994) (duty to make reasonable
28

1 accommodations to enable disabled employee to get to work). The duty arises even if the
2 employee has not requested any accommodation, so long as the employer is aware of the
3 disability. *Prilliman v. United Air Lines, Inc.*, 53 Cal.App.4th 935, 949-950 (1997).
4

5 88. At all relevant times, California Government Code § 12940(n) made it an
6 unlawful employment practice for an employer to fail to engage in a timely, good-faith
7 interactive process with an employee to determine effective reasonable accommodations, if any,
8 in response to a request for reasonable accommodation by an employee with a known physical
9 disability or medical condition.
10

11 89. Plaintiff had an excellent record as a cook and food preparer and was dedicated to
12 her position, going above and beyond by working hard and producing high quality work for
13 Defendants for over 25 years.
14

15 90. Plaintiff requested reasonable accommodation per her doctor's note due to her
16 work injury, including but not limited to, wearing a splint/brace and not lifting more than 20
17 pounds, which still allowed her to perform the vast majority of her regular duties. Plaintiff was
18 ready, willing, and able to perform the essential functions of her position with minor, reasonable
19 accommodations. Plaintiff directly requested reasonable accommodation from Defendants and
20 expressed her desire to return to work.
21

22 91. Defendants failed and refused to engage in a timely, good-faith interactive
23 process with Plaintiff. Specifically, after Plaintiff provided notice of her injury and work
24 restrictions, Plaintiff made repeated attempts to contact Defendants, including owner HECTOR
25 DIAZ and her supervisor, via phone calls and text messages to discuss her return to work and
26 necessary accommodations. Defendants met all of Plaintiff's inquiries with total silence for
27 several weeks, effectively abandoning the interactive process and ghosting Plaintiff.
28

1 92. Defendants' complete failure to respond to Plaintiff's communications
2 constituted a bad faith breakdown of the interactive process, leading to Plaintiff's effective
3 wrongful termination, where Defendants retaliated against her and immediately terminated her
4 employment for requesting this accommodation regarding the disability or medical condition
5 caused by her work injuries despite her exemplary record with the company for over 25 years.
6

7 93. As a direct and proximate result of Defendants' unlawful actions against Plaintiff
8 as alleged above, Plaintiff has been harmed in that Plaintiff has suffered the loss of the wages,
9 salary, benefits, and additional amounts of money Plaintiff would have received if Plaintiff's
10 employment had not been wrongfully terminated by Defendants. Additionally, as a result of
11 Defendants' wrongful actions alleged above, Plaintiff has been harmed in that Plaintiff has
12 suffered intangible loss of such employment-related opportunities such as continued experience
13 in the position from which Plaintiff was terminated, and for further experience in positions that
14 Plaintiff would have been promoted had his employment not been terminated. As a result of
15 Defendants' conduct, Plaintiff has suffered damages in an amount to be determined at trial and
16 according to proof.
17
18

19 94. As a further proximate result of Defendants' wrongful and malicious actions
20 against Plaintiff as alleged above, Plaintiff has been harmed in that Plaintiff has suffered
21 humiliation, mental anguish, and severe emotional and physical distress, and has been injured in
22 mind and body, in an amount to be determined at trial and according to proof.
23

24 95. The above-recited actions of Defendants in wrongfully terminating Plaintiff's and
25 other employees' employment were done with malice, fraud, oppression, and reckless disregard
26 of the Plaintiff's rights under the Government Code and within the meaning of California Civil
27
28

1 Code section 3294. Plaintiff is therefore entitled to punitive and exemplary damages in an
2 amount sufficient to punish and make an example of Defendants.

3 96. By reason of the conduct of Defendant herein, Plaintiff has retained attorneys to
4 prosecute her claims under FEHA. Plaintiff is therefore entitled to recover reasonable attorneys'
5 fees and costs pursuant to Govt. Code §12965(b), in addition to other damages as provided by
6 law and as alleged herein. On March 23, 2026, Plaintiff received a Right-to-Sue Notice from the
7 California Civil Rights Department (CRD), attached hereto as Exhibit 2. On August 28, 2026,
8 Plaintiff filed an Amended Charge with the CRD clarifying her claims, including Defendants'
9 failure to engage in the interactive process, and received an Amended Right-to-Sue Notice,
10 attached hereto as Exhibit 3.
11

12 97. Pursuant to Govt. Code §§ 12940, et seq., employees shall not treat their
13 employees differently in terms, compensation, conditions and privileges of employment because
14 of a disability or medical condition. Defendants violated Plaintiff's civil rights and violated
15 Govt. Code §§ 12940, et seq., when they terminated her.
16

17 **ELEVENTH CAUSE OF ACTION**

18 **. WRONGFUL TERMINATION AND RETALIATION**

19 **IN VIOLATION OF PUBLIC POLICY**

20 **(Against All Defendants)**

21 98. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
22 this section as though fully set forth herein.
23

24 99. California Labor Code §§ 98.6, 6310, 1102.5, 132a, and FEHA generally prohibit
25 employers from retaliating against and terminating employees who report work injuries, file a
26
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1 workers' compensation claim, and request an accommodation to a disability or medical condition
2 (see above).

3 100. Plaintiff believes and alleges that Defendants retaliated against and wrongfully
4 terminated Plaintiff's employment because she reported her work injuries, filed a workers'
5 compensation claim, and requested accommodation to her disability or medical condition.
6 Immediately after the reports, Defendants retaliated against Plaintiff and maliciously and
7 intentionally terminated her employment, even though she had an exemplary record with the
8 company for over 25 years.
9

10 101. Based on the misconduct alleged in this Second Amended Complaint, Plaintiff
11 believes and alleges that Plaintiff's termination was wrongful because it was in violation of the
12 public policy of the State of California in that Plaintiff's termination was based on Defendants'
13 violations of the above-mentioned laws.
14

15 102. In terminating Plaintiff for these reasons and under the circumstances alleged
16 herein, Defendants' discharge of Plaintiff violated the public policy of the State of California, as
17 expressed in provisions of the above-mentioned laws.
18

19 103. As a direct, foreseeable, and proximate result of Defendants' retaliation and
20 wrongful termination of Plaintiff in violation of the public policy of the State of California,
21 Plaintiff sustained damages in the form of lost and continued loss of income and benefits, loss of
22 professional advancement and reputation, and has suffered and continues to suffer humiliation,
23 embarrassment, depression, mental and emotional distress, and discomfort all to Plaintiff's
24 damage in an amount to be proven at trial, but in excess of the jurisdictional amount.
25

26 104. In doing the things herein alleged, Defendants are guilty of oppression, fraud
27 and malice, and, insofar as the things alleged were attributable to employees of Defendants, said
28

1 employees were employed by Defendants with advance knowledge of the unfitness of the
2 employees and they were employed with a conscious disregard for the rights of others; or
3 Defendants authorized or ratified the wrongful conduct; or there was advance knowledge,
4 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of
5 an officer, director or managing agent of defendants all entitling Plaintiff to the recovery of
6 exemplary and punitive damages, as alleged above.
7

8 **PRAYER FOR RELIEF**
9

10 **WHEREFORE**, Plaintiff prays for judgment against Defendants in an amount in excess of
11 \$1,000,000, as follows:
12

- 13 1. For compensatory damages, including but not limited to, those pursuant to Labor Code
14 §§ 200, 201, 203, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 226.8, 233, 246,
15 350-356, 500, 510, 512, 558, 558.1, 6310, 6311, 6400, et seq., 98.6, 132a, 1102.5, 1174,
16 1174.5, 1194, 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-1781, 2802, 2699, et seq.,
17 California Wage Orders, California common law and other statutes and laws;
18
- 19 2. For special damages according to proof;
- 20 3. For general damages according to proof;
- 21 4. For pre-judgment interest pursuant to all applicable statutes including but not limited to,
22 Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§
23 3287(b) and 3289;
24
- 25 5. For penalties pursuant to Labor Code §§ 203, 210, 225.5, 226, 226(f) and 1198.5, 432,
26 226.3, 226.7, 226.8, 233, 246, 132a, 350-356, 98.6, 1102.5, 6310, 6311, 512, 558, 558.1,
27
28

- 1 1174.5, 1194.2, 1197.1, 2802, civil penalties pursuant to section 2699, et seq., and other
2 statutes and laws;
3
4 6. For all damages available pursuant to all applicable sections of the Labor Code;
5 7. For injunctive relief pursuant to Labor Code §226(h);
6 8. For an award of reasonable attorneys' fees and costs;
7 9. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful
8 business practices of Defendants;
9
10 10. For all remedies available pursuant to Business and Professions Code section 17200 et
11 seq.;
12 11. For punitive and exemplary damages;
13 12. For all other appropriate injunctive, declaratory and equitable relief;
14 13. For interest to the extent permitted by law; and
15 14. For such other and further relief as the Court may deem proper.
16

17 Dated: August 28, 2026

18 
Rodolfo Ruiz Velasco, Esq.
Attorneys for Plaintiff,
ANITA RAMIREZ
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EXHIBIT 1

RUIZ-VELASCO LAW FIRM

March 23, 2026

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Hector Diaz
Gourmet Tamales, LLC
2797 Woodward Rd
Carlsbad, CA 92008

Re: **Ramirez v. Gourmet Tamales, LLC, et al.**

To Whom It May Concern:

We represent Anita Ramirez individually and on behalf of all other individuals (collectively “Plaintiffs”) who are either former or current employees of Gourmet Tamales, LLC, and its owner, officer, and managing agent Hector Diaz (collectively “Defendants”). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant’s Labor Code violations and of our client’s intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as cooks, food preparers, dishwashers, supervisors, and cashiers. Defendants fail to pay overtime hours worked, but instead underpay some overtime hours in cash under the table, or none at all, even though Plaintiffs regularly worked overtime every week, causing minimum and overtime violations (“wage theft”).

Defendants have failed to provide paycheck statements with accurate hours worked, and with all overtime meal and rest period premium gross wages earned, all deductions, all net premium wages earned as required by Labor Code Section 226, particularly because Defendants pay Plaintiffs in cash under the table. On or about February 3, 2026, Ms. Ramirez requested in writing through her attorneys a copy of her employee file and records pursuant to LC 226, 1198.5, 432. To date, Defendants have failed to produce any of her records in violation of LC 226, 1198.5, 432, despite many

opportunities given to Defendants to do so. In addition, failure to maintain accurate time records is also a violation of LC 1174.5.

Plaintiffs were not paid all of their overtime, minimum, and other wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Defendants did not fully relieve Plaintiffs of duties during meal and rest periods on multiple occasions in violation of LC Sections 226.7 and 512, 558, 558.1.

Defendants also terminated and retaliated against Ms. Ramirez because she reported to Defendant's owner and manager Mr. Diaz and to her supervisor that she was injured at work and after she filed a Workers' Compensation claim. Defendants terminated Ms. Ramirez's employment shortly thereafter because she reported her work injury and because she filed the workers' compensation claim despite her having an exemplary record at the company. Defendants' conduct was despicable, has caused great harm to Ms. Ramirez, and is in violation of Labor Code §§ 98.6, 1102.5, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe Ms. Ramirez general, special and punitive damages, penalties, and fees and costs.

Hector Diaz, as the owner, officer, director, and/or managing agent of Gourmet Tamales, LLC is jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code sections 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5,

California Labor & Workforce Development Agency
Re: Ramirez v. Gourmet Tamales, LLC, et al.
March 23, 2026
Page 3

226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized flourish at the end.

Rodolfo Ruiz-Velasco, Esq.

EXHIBIT 2



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 23, 2026

Anita Ramirez

,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202603-34190423
Right to Sue: Ramirez / Gourmet Tamales, LLC et al.

Dear Anita Ramirez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 23, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Anita Ramirez

CRD No. 202603-34190423

Complainant,

vs.

Gourmet Tamales, LLC

,

Hector Diaz

,

Respondents

1. Respondent **Gourmet Tamales, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Hector Diaz** individual as Co-Respondent(s).

3. Complainant **Anita Ramirez**, resides in the City of , State of .

4. Complainant alleges that on or about **February 3, 2026**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), age (40 and over), disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, denied accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated, denied accommodation for a disability.

Additional Complaint Details: Defendants retaliated against, discriminated against, and wrongfully terminated Plaintiff due to reporting her work injury and due to her requesting reasonable accommodation because of her resulting disability or medical condition even

1 though she was an exemplary employee there for over 25 years. Defendants immediately
2 terminated Ms. Ramirez's employment after she reported the work injury and requested
3 reasonable accommodation by providing her doctor's note to Defendants. This has caused
4 her damages, including loss of wages, emotional distress, and other general and special
5 damages. Ms. Ramirez also claims fees and costs and punitive damages. See civil
6 Complaint filed in Superior Court for more.
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1 VERIFICATION

2 I, **Rodolfo Ruiz-Velasco**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
5 based on information and belief, which I believe to be true.

6 On March 23, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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San Diego, California

EXHIBIT 3

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Anita Ramirez

CRD No. 202603-34190423

Complainant,

vs.

Gourmet Tamales, LLC

,

Hector Diaz

,

Respondents

1. Respondent **Gourmet Tamales, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Hector Diaz** individual as Co-Respondent(s).

3. Complainant **Anita Ramirez**, resides in the City of , State of .

4. Complainant alleges that on or about **February 3, 2026**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), age (40 and over), disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, denied accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated, denied accommodation for a disability.

Additional Complaint Details: Defendants retaliated against, discriminated against, and wrongfully terminated Plaintiff due to reporting her work injury and due to her requesting reasonable accommodation because of her resulting disability or medical condition even

1 though she was an exemplary employee there for over 25 years. Defendants immediately
2 terminated Ms. Ramirez's employment after she reported the work injury and requested
3 reasonable accommodation by providing her doctor's note to Defendants. Respondent failed
4 and refused to engage in a timely, good-faith interactive process by ignoring Complainant's
5 repeated phone calls and text messages regarding her return to work, ghosting
6 Complainant, and effectively terminating her employment. This has caused her damages,
7 including loss of wages, emotional distress, and other general and special damages. Ms.
8 Ramirez also claims fees and costs and punitive damages. See civil Complaint filed in
9 Superior Court for more.

1 VERIFICATION

2 I, **Rodolfo Ruiz-Velasco**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
5 based on information and belief, which I believe to be true.

6 On August 28, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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San Diego, CA

1 *Ramirez v. Gourmet Tamales, LLC, et al.*
2 *Superior Court Case No. 26CU016087C*

3 **PROOF OF SERVICE**

4 I am employed in the County of San Diego, State of California. I am over eighteen years
5 of age and not a party to this action; my business address is 600 W. Broadway Suite 700, San
6 Diego, California, 92101.

7 On **August 28, 2026**, I served a true copy of the foregoing document(s):

8 Second Amended Complaint for Damages

9 on all interested parties in this action as follows:

Cristina Murillo Tencer Sherman 12520 High Bluff Drive, Suite 230 San Diego, CA 92130 cristina@tencersherman.com sophia@tencersherman.com	Attorneys for Defendants GOURMET TAMALES, LLC and HECTOR DIAZ
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14 ☒ **E-mail service/E-service:** I have e-served and/or e-mailed the above-documents to the e-
15 mail(s) of counsel above.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on **August 28, 2026**.

18 
19 Rodolfo Ruiz-Velasco