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on behalf of himself and all others similarly situated

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

ADRIAN GUERRA, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

vs.

RAMEN&DREAMS, INC., a California
corporation; HIRONORI BRISTOL, INC., a
California corporation; HIRONORI
HOLDINGS, INC., a California corporation;
HIRONORI ORANGE LLC, a California
corporation; HIRONORI SAN DIEGO, a
California corporation; HIRONORI
TORRANCE LLC, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23-CIV-04967

Assigned for All Purposes To:
Hon. Jeffrey R. Finigan
Dept.: 24

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Jodey
Lawrence; Declaration of Adrian Guerra; and
[Proposed] Order]*

Date: August 1, 2025
Time: 2:00 p.m.
Dept.: 24

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1 alleging that Defendants committed various wage and hour violations under the California Labor
2 Code and were entitled to civil penalties under PAGA (“PAGA Notice”). On December 21, 2023,
3 Plaintiff filed a First Amended Complaint (“FAC”) adding a ninth cause of action for PAGA
4 penalties under Labor Code §§2698 *et seq.* The PAGA Notice is attached hereto as **Exhibit 2**.

5 5. After initiating the Action, the Parties met and conferred regarding the allegations in the
6 Class Action Complaint and PAGA Notice and the enforceability of an arbitration agreement
7 signed by Plaintiff. After much consideration, the Parties agreed to try and resolve the matter
8 through mediation.

9 6. Prior to mediation, Plaintiff conducted comprehensive informal discovery and
10 Defendants provided data and numbers and documents, including a sampling of payroll and
11 timekeeping records and wage statements relating to Plaintiff, employee handbooks, documents
12 containing Defendants’ wage and hour policies, practices and procedures, and summaries of data
13 pertaining to the number of employees allegedly affected by Defendants’ wage and hour policies,
14 practices and procedures. The information and data exchanged by Plaintiff and Defendants prior to
15 and during mediation and settlement negotiations were sufficient to reliably assess the merits of the
16 Parties’ respective positions, to compromise the issues on a fair and equitable basis, and to devise
17 a formula for distribution of civil penalties among the Aggrieved Employees that took into
18 consideration the strength of the PAGA claims.

19 **SETTLEMENT NEGOTIATIONS AND TERMS**

20 7. On September 25, 2024, the parties attended an all-day mediation with Kevin Barnes.
21 However, the Parties did not settle at mediation. In the months following the mediation, the Parties
22 continued to work toward a stipulated resolution of the Action, which eventually resulted in the
23 long-form PAGA Settlement Agreement now before the Court for approval.

24 8. The Parties believe and agree that the Settlement provides for a fair, adequate, and
25 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm’s length
26 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
27 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
28 independent review of the Settlement by the Court in the approval process will confirm this

1 conclusion.

2 9. For purposes of the Settlement, Aggrieved Employees are defined as: “all current and
3 former nonexempt employees employed by Defendant in California at any time during the PAGA
4 Period,” which is “the period from October 19, 2022, through September 25, 2024.” (Exh. 1, ¶ 3
5 and 22.) Based on its records, Defendant estimates that there are approximately 244 Aggrieved
6 Employees who worked a total of 4,572 pay periods during the PAGA Period, as of the date of the
7 execution of the Settlement Agreement. (Exh. 1, ¶ 42.)

8 10. The Settlement Agreement requires Defendant to pay a maximum, non-revisionary
9 settlement amount of \$137,160.00 in full and final settlement of all claims alleged in the Action
10 (the “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows,
11 pending Court approval:

- 12 a) Attorneys’ fees in the amount not to exceed 1/3 (One-Third) of the Gross
13 Settlement Amount, which is currently estimated to be \$45,720.00 (“Attorneys’
14 Fees”), and litigation costs of \$14,521.18 (“Attorneys’ Costs”); (Exh. 1, ¶ 41(b).)
- 15 b) Administration costs of no more than \$5,000.00 to be paid to the Administrator
16 (“Settlement Administration Costs”), Phoenix Class Action Administration
17 Solutions (“Phoenix” or “Settlement Administrator”), for sending notices and
18 for calculating settlement shares and preparing all checks and mailings; (Exh. 1,
19 ¶ 41(c).) and
- 20 c) Plaintiff’s Enhancement Payment of no more than \$5,000.00 to be paid to the
21 Plaintiff; (Exh. 1, ¶ 41(d).)
- 22 d) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
23 after deducting the above costs is approximately \$66,918.82 and shall be
24 designated as PAGA Penalties Payment to be allocated between the LWDA and
25 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
26 (\$50,189.11) being paid to the LWDA (the “LWDA Settlement Proceeds”) and
27 25% (\$16,729.71) being paid to the Aggrieved Employees on a pro-rata basis
28 (“Individual PAGA Payment”). (Exh. 1, ¶ 41(e).)

11. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE
IN LIGHT OF THE SETTLEMENT AMOUNT

12. Plaintiff alleges that Defendants violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code § 2699, specifically, Plaintiff alleged that Defendant:

- Failed to pay the Plaintiff and Aggrieved Employees minimum wages and overtime for "off-the-clock" work, such as "pre-shift" work for having to arrive early and be present at work, and wait for other workers to clock in before they were able to. Plaintiff and Aggrieved Employees were also not paid for overtime wages at the proper and applicable regular rates of pay.
- Failed to provide the Aggrieved Employees with compliant duty-free meal periods, and failed to pay premium wages in lieu thereof.
- Failed to provide the Aggrieved Employees with compliant duty-free rest periods as they frequently received interrupted, shortened, or no rest periods.
- Failed to reimburse the Aggrieved Employees for business expenses, including the costs for buying own masks and own tools, such as knife for cooking.
- Failed to provide accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees, and failed to timely pay all final wages.

13. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendants prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts; that Defendant provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due to work requirements; that Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. Defendant further contends that the above defenses are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of \$100 per violation applies in the absence of a determination that a violation actually occurred.

15. Plaintiff estimated that the maximum potential exposure on the PAGA claim is \$457,200.00, calculated by multiplying the total number of pay periods (4,572) by \$100 per

1 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
2 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in his damages
3 calculation).

4 16. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
5 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
6 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
7 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
8 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
9 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
10 ("There is no authority that "would permit double recovery of essentially the same penalties.")

11 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
12 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
13 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
14 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
15 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
16 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
17 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
18 minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No.
19 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
20 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
21 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
22 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$137,160.00 Gross
23 Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be
24 and why the Court may reduce any eventual recovery at its discretion, including Defendant's
25 defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on
26 those considerations, Plaintiff applied a discount of 60% to the maximum potential exposure (which
27 equates to \$40 penalty per pay period) to get a realistic potential exposure of \$182,880.00 (4,752
28 pay periods x \$40 penalty per pay period).

18. The Gross Settlement Amount of \$137,160.00 is 75% of the realistic potential exposure of \$182,880.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

REQUEST FOR ATTORNEYS' FEES AND COSTS

19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **\$45,720.00** and an award of litigation costs to PAGA Counsel of **\$14,521.18**, which is lower than the requested \$20,000.00 "not-to-exceed" amount in the Settlement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is approved.

21. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA Counsel have yet to receive any compensation for the amount of time and money invested in the case to date.

22. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers

1 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
2 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
3 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
4 pocket expenses. If that money were to be invested in some sort of financial investment, one would
5 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
6 recover is our money, and then only if we are substantially successful; if we are not, all or part of
7 this “investment” can be lost.

8 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
9 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
10 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
11 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
12 certain scenarios that exceeds one-third of the recovery. PAGA Counsel’s recent attorneys’ fees
13 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

14 24. PAGA counsel in contingency-fee cases have received attorneys’ fees up to 40% of the
15 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
16 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
17 exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct., Case No. 657778),
18 the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%; in *Abzug v.*
19 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
20 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
21 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
22 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
23 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
24 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
25 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
26 to plaintiffs’ counsel in wage-and-hour class actions that had not proceeded to the class-certification
27 stage.

28 25. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the

1 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
2 pay records, employment handbooks, Plaintiff's personnel file, relevant policies and other
3 documentation, researched the applicable law and potential defenses, hired an expert to construct
4 damage models based on interpretations of California law, reviewed information provided by
5 Defendants at the mediation, engaged in meet and confer efforts with Defendants, drafted and
6 revised the settlement agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc.
7 conservatively estimates that it invested at least 89.93 hours of attorney time in this matter. As a
8 Senior Attorney, my current billing rate is \$750.00 (16 years out of law school, Laffey Matrix rate
9 of \$948.00), and I spent approximately 10 hours in this matter with a lodestar amount of \$7,500.
10 Senior Attorney David Keledjian's current billing rate is \$650.00 (9 years out of law school, Laffey
11 Matrix rate of \$839.00), and he spent approximately 10 hours in this matter with a lodestar amount
12 of \$6,500.00. Associate Attorney David Arakelyan's current billing rate is \$500.00 (4 years out of
13 law school, Laffey Matrix rate of \$581.00), and he spent approximately 34.5 hours in this matter
14 with a lodestar amount of \$17,250.00. Associate Attorney Kevin Burns's current billing rate is
15 \$425.00 (1 year out of law school, Laffey Matrix rate of \$581.00), and he spent approximately 6.5
16 hours in this matter with a lodestar amount of \$2,762.00. Associate Attorney Norayr Zakaryan's
17 current billing rate is \$400.00 (11 months out of law school, Laffey Matrix rate of \$581.00), and
18 he spent approximately 10.73 hours in this matter with a lodestar amount of \$4,292.00. Associate
19 Attorney Hrag Alexanian's billing rate was \$475.00 at the time of being employed at D.Law, Inc.,
20 and he spent approximately 15.1 hours in this matter with a lodestar amount of \$7,172.50. Associate
21 Attorney Pola Bernabe's billing rate was \$425.00 at the time of being employed at D.Law, Inc.,
22 and she spent approximately 3 hours in this matter with a lodestar amount of \$1,275.00. The total
23 lodestar for PAGA Counsel is \$46,752.00. Class Counsel requests a fee of \$45,720.00, **which**
24 **requires no multiplier.**

25 26. In light of the foregoing, the fee request in an amount equal to one-third of the settlement
26 in this case is well within the bounds that have been established by the above-cited authority.

27 **EXPERIENCE AND VIEWS OF COUNSEL**

28 27. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,

1 including class actions and PAGA actions on behalf of employees and others who have had their
2 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
3 counsel of record in numerous wage and hour and employment class action and PAGA action cases
4 pending in both state and federal court.

5 28. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
6 counsel and represent Plaintiffs and the Allegedly Aggrieved Employees in this action. Our practice
7 is exclusively focused on employment matters and representing plaintiffs in wage and hour actions
8 with the same or similar causes of actions brought forth in the matter pending before this Court.

9 29. D.Law has litigated and successfully resolved many wage and hour class action cases
10 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
11 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
12 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
13 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
14 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
15 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
16 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
17 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
18 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
19 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
20 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
21 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
22 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
23 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
24 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
25 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
26 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
27 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
28 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),

1 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
2 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
3 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
4 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
5 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
6 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
7 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
8 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
9 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
10 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
11 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
12 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
13 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
14 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
15 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
16 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
17 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
18 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
19 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
20 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
21 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
22 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
23 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
24 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
25 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
26 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
27 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
28 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

1 30. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
2 department. I was admitted to the California Bar in December 2008. I received my J.D. from
3 Pepperdine University School of Law and B.S. from University of Southern California. Since
4 graduating from law school, I have dedicated virtually my entire career on the practice of
5 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
6 an in-house position. I have significant experience specifically working on wage and hour class
7 actions from the plaintiff's side as well as the defense side, with the majority of my experience
8 coming from the plaintiff's side.

9 31. The collective experience of the D.Law attorneys in litigating employment wage and
10 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
11 of a case, and generally negotiating fair and reasonable class and representative action settlements.
12 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
13 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
14 settled on better terms than provided under the present settlement agreement.

15 32. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
16 and are adequate to represent the Allegedly Aggrieved Employees in the instant action.

17 **PLAINTIFF'S ENHANCEMENT PAYMENT IS FAIR AND REASONABLE**

18 33. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
19 bringing and helping to prosecute this action. Plaintiff initiated this litigation on behalf of State of
20 California and Aggrieved Employees who will now be entitled to receive payment from the
21 Agreement. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of
22 California and undertook the responsibilities of serving in a representative capacity. Plaintiff spent
23 significant time better apprising himself of his rights, deciding whether remedial action should be
24 taken, how it should be taken, searching for attorneys, and contacting PAGA Counsel, who spent
25 many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate
26 not only his own rights but also those of other aggrieved employees by filing a representative action
27 lawsuit.

28 34. Both before and after the filing of this lawsuit, Plaintiff conferred with PAGA Counsel

1 on to discuss every aspect of his case. Plaintiff provided PAGA Counsel with information about
2 Defendants and about the industry generally, produced and reviewed documents, identified
3 witnesses, consulted with PAGA Counsel regarding litigation strategy, participated in the
4 mediation process, monitored the progress of the litigation with PAGA Counsel, and reviewed and
5 signed the Settlement Agreement.

6 35. In light of the foregoing, PAGA Counsel believes that Plaintiff's Enhancement Payment
7 of \$5,000.00 is fair and reasonable.

8 **SUMMARY**

9 36. The parties agreed to use Phoenix as the third-party settlement administrator in this case.
10 Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the
11 Notice of PAGA Settlement and Release of Claims ("Notice of Settlement") and calculating and
12 distributing the settlement checks, among other duties. Phoenix capped its fees at \$4,750.00 for
13 administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA
14 settlements, Phoenix's costs for administering this Settlement are fair and reasonable. The Notice
15 of Settlement is attached hereto as **Exhibit 4**.

16 37. On July 10, 2025, my office submitted the proposed Settlement and this Motion to the
17 LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmatory email my office
18 received from the LWDA after submission of the Settlement and Motion.

19 38. I am not aware of any class or other representative action against Defendants in any
20 other court that asserts claims similar to those alleged in the action being settled.

21 39. I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed this 10^h day of July, 2025, at Glendale, California.

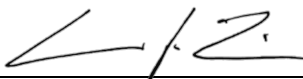
24 
25 Enoch J. Kim

EXHIBIT 1

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6 Attorneys for Defendant
RAMEN&DREAMS, INC.

7 [counsel continued on the next page]

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN MATEO
11 UNLIMITED JURISDICTION

12 ADRIAN GUERRA, on behalf of himself and
13 all others similarly situated, and the general
public,

14 Plaintiff,

15 v.

16 RAMEN&DREAMS, INC., a California
corporation; HIRONORI BRISTOL, INC., a
17 California corporation; HIRONORI
HOLDINGS, INC., a California corporation,
18 HIRONORI ORANGE LLC, a California
corporation; HIRONORI SAN DIEGO, a
19 California corporation; HIRONORI
TORRANCE LLC, a California corporation;
20 and DOES 1 through 5-, inclusive,

21 Defendants.

CASE NO.: 23-CIV-04967

*Assigned for all purposes to the
Honorable Jeffrey Finigan, Dept. 24*

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: October 18, 2023
FAC Filed: December 21, 2023
Trial Date: Not Set

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15 Attorneys for Plaintiff ADRIAN GUERRA
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1 This Private Attorneys General Act of 2004 (“PAGA”) Representative Action
2 Settlement Agreement and Release of PAGA Claims is entered into by and between Plaintiff
3 Adrian Guerra (“Plaintiff”), on behalf of himself, the State of California, and the Aggrieved
4 Employees, on the one hand, and Defendant Ramen&Dreams, Inc. (“Defendant”), on the other
5 hand, subject to the terms and conditions herein and the Court’s approval.

6 **A. Definitions**

7 1. **“Action”** means the case entitled *Adrian Guerra v. Ramen&Dreams, Inc., et al.*
8 County of San Mateo Superior Court Case No. 23-CIV-04967.

9 2. **“Agreement”** shall mean this PAGA Representative Action Settlement
10 Agreement and Release of PAGA Claims.

11 3. **“Aggrieved Employees”** means all current and former nonexempt employees
12 employed by Defendant in California at any time during the PAGA Period.

13 4. **“Aggrieved Employee List”** shall be on a spreadsheet and shall include, for
14 each Aggrieved Employee: full name; most recent mailing address on file with Defendant;
15 phone number; Social Security Number; and number of Eligible Pay Periods during the PAGA
16 Period.

17 5. **“Attorneys’ Costs”** means an award of costs to be paid to Plaintiffs’ Counsel
18 for the costs they have incurred in prosecuting the Action, subject to Court approval.

19 6. **“Attorneys’ Fees”** means an award of attorneys’ fees to be paid to Plaintiffs’
20 Counsel for the services they have rendered and will render to the Aggrieved Employees in the
21 Action, subject to Court approval.

22 7. **“Complaint”** means the operative First Amended Complaint filed in the Action
23 seeking an assessment of PAGA penalties for Defendant’s alleged violations of Labor Code
24 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174,
25 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2082.

26 8. **“Court”** means the Superior Court of California, County of San Mateo.

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9. **“Defendant”**, when used in the singular, means and refers to Ramen&Dreams, Inc., and “Defendants”, when used in the plural, means and refers to Ramen&Dreams, Inc. and all of the other named Defendants in this Action.

10. **“Defense Counsel”** means Philip J. Azzara of Fisher & Phillips, LLP.

11. **“Effective Date”** means the date the Court enters the Final Order approving the PAGA Settlement.

12. **“Eligible Pay Period”** means any pay period in which an Aggrieved Employee had hours worked for Defendant in California during the PAGA Period. Defendant estimates that there are a total of approximately 4,572 Eligible Pay Periods worked by 244 Aggrieved Employees during the PAGA Period.

13. **“Final Order”** means the order that will be entered by the Court to approve the Settlement.

14. **“Gross Settlement Amount”** means One Hundred and Thirty-Seven Thousand, One Hundred and Sixty Dollars and Zero Cents (\$137,160.00), which is the maximum amount that Defendant will be required to pay upon the Court approving this Settlement and the Effective Date occurring. The Gross Settlement Amount will be used to pay: (a) the PAGA Award to the LWDA and the Aggrieved Employees; (b) the award of Attorneys’ Fees; (c) the award of Attorneys’ Costs to Plaintiff’s Counsel; (d) Plaintiff’s Service Award, in the amount approved by the Court, and (e) Settlement Administration Costs. The Parties agree that the Gross Settlement Amount is inclusive of any possible claim for interest accrued between the Effective Date and Defendant’s funding the Gross Settlement Amount. Defendant shall not be required to pay any additional amounts beyond the Gross Settlement Amount set forth herein, including any claims for interest.

15. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

16. **“LWDA”** means the California Labor Workforce Development Agency.

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1 17. **“LWDA Settlement Proceeds”** means the seventy-five percent (75%) of the
2 PAGA Award which is payable to the LWDA.

3 18. **“Net Settlement Amount”** means the Gross Settlement Amount, less the
4 following payments in the amounts approved by the Court: PAGA Counsel Fees Payment,
5 PAGA Counsel Litigation Expenses Payment, Plaintiff’s enhancement payment, and the
6 Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved
7 Employees as Individual PAGA Payments and 75% to the LWDA.

8 19. **“Notice”** means the form of notice that will be sent to each Aggrieved
9 Employee accompanying their Individual PAGA Payments.

10 20. **“PAGA Award”** means the Settlement Amount remaining to distribute to the
11 LWDA and Aggrieved Employees after the following amounts are subtracted from the
12 Settlement Amount: (a) Attorneys’ Fees, (b) Attorneys’ Costs, (c) Plaintiff’s Service Awards,
13 and (d) Settlement Administration Costs.

14 21. **“PAGA Penalties”** means the total amount of net PAGA civil penalties to be
15 paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75%
16 to LWDA in settlement of PAGA claims.

17 22. **“PAGA Period”** means the time period of October 19, 2022, through
18 September 25, 2024.

19 23. **“Parties”** means Plaintiff, the Aggrieved Employees, and Defendant,
20 collectively.

21 24. **“Plaintiff’s Counsel”** means David Yeremian, David Keledjian and David
22 Arakelyan of D.Law, Inc.

23 25. **“Plaintiff’s Enhancement Payment”** means the payment to the Plaintiff for
24 initiating the Action and providing services in support of the Action.

25 26. **“Released PAGA Claims”** means any and all rights and claims for civil
26 penalties that Plaintiff alleged against Defendant, on behalf of Aggrieved Employees and State
27 of California, based on the facts stated in the operative Complaint in the Action and in the
28 LWDA notice letter(s) sent by Plaintiff, including all PAGA claims seeking civil penalties

1 premised upon Defendant's alleged (a) failure to pay minimum wages, (b) failure to pay
2 overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure
3 to pay vested vacation, (f) failure to timely pay wages each period, (g) failure to timely pay
4 wages upon separation of employment, (h) failure to provide accurate itemized wage
5 statements, and (i) all other claims for civil penalties recoverable under the Private Attorneys
6 General Act, Labor Code §§ 2698 *et seq.* that were stated in the Complaint and based upon the
7 facts alleged in the Complaint and the notice(s) sent by Plaintiff to the LWDA.

8 27. **"Released Parties"** means Defendant, and its parents, subsidiaries, directors,
9 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
10 and present, and each of them and anyone acting in concert with foregoing.

11 28. **"Service Award"** means the amount approved by the Court to be paid to
12 Plaintiff Adrian Guerra in addition to his Individual PAGA Payment as an Aggrieved
13 Employee.

14 29. **"Settlement"** means the terms and conditions set forth in this Agreement.

15 30. **"Settlement Administration Costs"** means the amount from the Settlement
16 Amount, which shall be allocated to the Settlement Administrator for services rendered in
17 administering the Settlement, not to exceed \$5,000, subject to Court approval.

18 31. **"Settlement Administrator"** means Phoenix Class Action Administration
19 Solutions, the third-party entity selected by the Parties who will administrator the settlement,
20 subject to approval by the Court, in accordance with this Agreement.

21 **B. General Terms**

22 32. On October 18, 2023, Plaintiff gave written notice to the Labor and Workforce
23 Development Agency ("LWDA") and Defendant of alleged violations of Labor Code sections
24 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
25 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2082, and/or
26 applicable sections of the California Industrial Welfare Commission Wage Orders for wage-
27 and-hour penalty claims. Plaintiff also filed his class action complaint in San Mateo Superior
28 Court on the same date. The LWDA did not assert jurisdiction over the claims. Thereafter,

1 Plaintiff's First Amended Complaint, containing the PAGA claim, was filed on or about
2 December 21, 2023.

3 33. The Parties mediated the Action on September 25, 2024, with Kevin Barnes,
4 Esq. However, the Action did not settle at mediation. In the months following mediation, the
5 Parties continued to work toward a stipulated resolution of the Action, which eventually
6 resulted in an agreement to settle the PAGA claims in the Action as embodied in this
7 Agreement.

8 34. The Parties agree that neither the Parties' Settlement, this Agreement, nor the
9 acts to be performed or judgment to be entered pursuant to the terms of the Settlement and
10 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
11 any statute or law or liability on the claims or allegations in the Action.

12 35. Defendant denies all of the allegations in the Action, including all PAGA
13 claims, and denies that it has committed any misconduct, statutory or regulatory violation,
14 wrongdoing, or any other actionable conduct of any kind, and further denies that this Action is
15 appropriate for PAGA representative treatment for any purpose other than settling this Action.
16 Defendant has denied and continues to deny each and every material factual allegation and
17 every alleged claim asserted against it in the Action. Additionally, Defendant maintains that
18 Plaintiff's class action claims are subject to an enforceable arbitration agreement. For the
19 purposes of this settlement, Plaintiff acknowledges that he has entered into an arbitration
20 agreement with Defendant, warranting the dismissal of the class claims alleged in this matter,
21 without prejudice.

22 36. The Parties have conducted a thorough investigation into the facts of the PAGA
23 Action. This included conducting extensive informal discovery and exchanging information
24 and documents relating to the Released PAGA Claims. Based on the foregoing data and on
25 their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that
26 the settlement with Defendant for the consideration and on the terms set forth in this
27 Agreement is fair, reasonable, and adequate, and is in the best interest of the LWDA and
28 Aggrieved Employees in light of all known facts and circumstances, including the risk of

1 significant delay, uncertainty associated with litigation, various defenses asserted by
2 Defendant, and numerous potential appellate issues. Defendant and Defense Counsel also
3 agree that the settlement is fair and in the best interest of the LWDA and Aggrieved
4 Employees. The Parties desire to completely dispose of the Action by this Agreement. The
5 Parties further acknowledge that they are each represented by competent counsel and that they
6 have had an opportunity to consult with their counsel regarding the fairness and reasonableness
7 of this settlement.

8 37. Under California Law, the State may assess and collect civil penalties from
9 employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699
10 *et seq.*) Under PAGA, however, if an “aggrieved employee” “give[s] written notice by
11 certified mail to the [State] and the employer of the specific provision of the [Labor Code]
12 alleged to have been violated,” and the State thereafter decides not to investigate, as was the
13 case here, or does investigate and determines that a citation against the employer should not
14 issue, the employee may, “as an alternative” to enforcement by the State, act as a proxy or
15 agent of the state’s labor law enforcement agencies and bring a civil action under PAGA to
16 recover civil penalties “on behalf of himself or herself and other current or former employees.”
17 *Id.* “[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75
18 percent to the state and 25 percent to the aggrieved employees.” *Id.*

19 38. California Labor Code § 2699(1)(2) provides that “The superior court shall
20 review and approve any settlement of any civil action filed pursuant to this part.”

21 39. In consideration of the promises and agreements contained herein, the Parties
22 agree and covenant as follows.

23 **C. Terms of Settlement**

24 40. Subject to the Court’s approval of the Settlement pursuant to Labor Code §
25 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the
26 Parties agree to the following binding settlement and disposal of the entire Action in exchange
27 for Defendant’s agreement to pay the Settlement Amount.

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41. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for the Gross Settlement Amount, which is the maximum amount that will be paid by Defendant and includes the Court-awarded Attorneys' Fees, Attorneys' Costs, Plaintiff's Service Award, and the remainder forming the PAGA Award.

(b) Attorneys' Fees and Attorneys' Costs: The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid Attorneys' Fees of one-third of the Settlement Amount (\$45,720.00), plus actual Attorney's Costs not to exceed \$20,000 from the Settlement Amount. Any portion of the Attorneys' Fees or Attorneys' Costs not awarded to Plaintiff's Counsel will be reallocated to the PAGA Award. Defendant agrees not to oppose any request by Plaintiff's counsel for attorneys' fees under the common fund doctrine and/or lodestar multiplier method. The Settlement Administrator will report these payments on an IRS Form 1099 issued to Plaintiff's Counsel.

(c) Settlement Administration Costs: The costs associated with settlement administration (e.g. NCOA searches, preparing and mailing payments/notices to LWDA and Aggrieved Employees, tax documentation, etc.) shall be paid from the Settlement Amount and shall not exceed \$5,000. Any Settlement Administration Costs not awarded by the Court will be added back to the Net Settlement Amount and reallocated to the PAGA Award.

(d) Service Awards/Plaintiff's Enhancement Award: The amount, if any, awarded to Plaintiff as a Service Award will be set by the Court in its discretion, not to exceed \$5,000.00, in exchange for the services that Plaintiff performed on behalf of the Aggrieved Employees and State of California. Defendant agrees not to oppose this request. The Service Awards to Plaintiff will be paid out of the Settlement Amount. Plaintiff will be issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Award to Plaintiff less than the requested amount shall not be a basis for Plaintiff's Counsel to void this Agreement. Should the Court approve a lesser amount for the Service Award, the difference shall be added to the PAGA Award. Plaintiff's Enhancement Payment

1 will be in addition to any Individual PAGA Payment to the named Plaintiff is entitled to
2 receive.

3 (e) PAGA Award: After deducting the amounts specified in items (b)-(d)
4 from the Settlement Amount, the balance remaining will form the PAGA Award that will be
5 paid to the Aggrieved Employees and the LWDA in full satisfaction of all Released PAGA
6 Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Award will be paid to
7 the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all Aggrieved
8 Employees on a pro-rata basis according to the following formula:

9 i. The Settlement Administrator will divide the amount payable to
10 all Aggrieved Employees (*i.e.*, 25% of the PAGA Award) by the total number of Eligible Pay
11 Periods worked by all Aggrieved Employees during the PAGA Period, as calculated from the
12 Aggrieved Employee List, to determine the "Eligible Pay Period Value."

13 ii. Each Aggrieved Employee's Individual PAGA Payment will then
14 be determined by multiplying the Eligible Pay Periods by the Eligible Pay Period Value.

15 (f) Taxes and Reporting: Each Aggrieved Employee's Individual PAGA
16 Payment shall be treated as penalties (*i.e.*, non-wage income) for all purposes and reported by
17 the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and
18 applicable governmental authorities. No portion of the Individual PAGA Payments shall be
19 construed as wages. Nothing in this Agreement is intended to constitute legal advice regarding
20 federal, state and/or local tax obligations or legal requirements for attribution of settlement
21 proceeds. The Aggrieved Employees will be solely responsible for correctly characterizing any
22 compensation received under the settlement on his/her personal income tax returns for tax
23 purposes, and paying all appropriate taxes due for any and all amounts paid to them under the
24 settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel make no
25 representations or warranties with respect to tax consequences of any payment under this
26 Agreement and do not intend anything contained in this Agreement to constitute advice
27 regarding taxes or taxability (nor shall anything in this Agreement be relied upon as such). To
28 the extent that this Agreement or any of its attachments is interpreted to contain or constitute

advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant, Defense Counsel, Plaintiff, and Plaintiffs' Counsel are not responsible for any employee tax obligations arising out of the Aggrieved Employee's Individual PAGA Payments.

(g) The Parties agree that the settlement is fair and reasonable and will so represent to the Court. The Parties agree that should the Court deny approval of the settlement based on the allocation of the Settlement Amount or the PAGA Award, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the settlement.

42. The settlement is subject to an escalation clause. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 244 Aggrieved Employees who worked 4,572 Pay Periods during the PAGA Period. If the actual number of Pay Periods is more than 10.0% greater than the estimated amount of 4,572 (i.e., 5,029 or more), then the GSA shall be increased in proportion to the increase in Pay Periods above 10%.

D. Settlement Approval and Implemental Procedures

43. Plaintiff's Counsel shall prepare a motion for approval of the settlement pursuant to California Labor Code § 2699(1)(2), advocating that the Settlement is fair, adequate, and reasonable, and Plaintiff's Counsel shall send a draft of the motion and all supporting papers to Defense Counsel for review and comment. Plaintiff will then move the Court for approval of the Settlement and this Agreement, including the allocation of the PAGA Award, Plaintiff's Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs, which Defendant will not oppose. Plaintiff's Counsel will serve the Motion on Defense Counsel via email and submit it to the LWDA though the online filing system. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

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1 44. The Parties have agreed to the appointment of the Settlement Administrator to
2 perform the duties of a settlement administrator, including mailing the Notice, using standard
3 devices to obtain forwarding addresses, resolving any disputes regarding the calculation or
4 application of the formula for determining the Individual PAGA Payments, drafting and
5 mailing the settlement checks to Aggrieved Employees, issuing 1099 forms, and performing
6 such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.
7 Any disputes relating to administration of the settlement by the Settlement Administrator shall
8 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
9 and conditions of this Agreement, until all payments and obligations contemplated by this
10 Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for
11 the Parties will confer in good faith to resolve the dispute without the necessity of Court
12 intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff,
13 Aggrieved Employees, and Plaintiff's Counsel, any IRS form 1099, or other tax forms as may
14 be required by law, for all amounts paid pursuant to this Agreement. The Settlement
15 Administrator shall also be responsible for setting up all necessary tax accounts and forwarding
16 all payments to the appropriate government authorities. The Administrator shall establish a
17 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
18 Treasury Regulation section 468B-1.

19 45. Upon the Court's entry of the Final Order, the Settlement Administrator will
20 perform all settlement administration duties, including (i) performing a National Change of
21 Address ("NCOA") search on all Aggrieved Employees to update the addresses of the
22 Aggrieved Employees, (ii) issuing the Notice and payments to Plaintiff and the Aggrieved
23 Employees, (iii) issuing any required IRS forms, (iv) issuing payment to the LWDA and
24 Plaintiff's Counsel, and (v) handling uncashed checks and preparing declaration(s) for the
25 Court regarding the disbursements.

26 46. Within ten (10) calendar days after the Effective Date, the Settlement
27 Administrator shall send Defense Counsel electronic wiring instructions to fund the Settlement
28 Amount.

1 47. Aggrieved Employee List and Data: Within ten (10) calendar days after the
2 Effective Date, Defendant will send to the Settlement Administrator the Aggrieved Employees
3 List. This information shall be treated as and remain confidential and shall be used solely by
4 the Settlement Administrator to manage the notice and payment process described herein, shall
5 not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing
6 authorities, or pursuant to express written authorization of Defendant, the individual in
7 question, or by order of the Court.

8 48. Funding of the Settlement Amount: Defendant shall fund the Settlement Amount
9 by no later than fifteen (15) calendar days after the Effective Date.

10 49. Disbursement of the Settlement Amount: No later than ten (10) calendar days
11 after receipt of the Settlement Amount by Defendant, the Settlement Administrator shall mail
12 or wire the Court-approved amounts to the Aggrieved Employees, LWDA, Plaintiff, and
13 Plaintiff's Counsel, and will pay itself for the Settlement Administration Costs.

14 50. Aggrieved Employee Check Cashing Deadline: Aggrieved Employees shall
15 have 180 calendar days after mailing to cash their settlement checks. If any Aggrieved
16 Employee's check is not cashed within that period, the check will be voided, and a stop-
17 payment will be issued. The release nevertheless will be binding regardless of whether an
18 Aggrieved Employee cashes his or her check within the 180-day period. In the event that any
19 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
20 Settlement Administrator will, within five (5) business days of receipt of the returned
21 settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and
22 Plaintiff's Counsel of the results. If a new address is located by these means, the Settlement
23 Administrator will have ten (10) business days to issue the check. Any funds in the Settlement
24 Administrator's account as a result of a failure to timely cash a settlement check shall be issued
25 to the California State Controller's Office in the name of the Aggrieved Employee. Neither
26 Defendant, Defense Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or
27 stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of
28 settlement checks, or failure to timely cash a settlement check within the 180-day period.

1 51. The Settlement Administrator will provide the Parties with a declaration
2 confirming that distribution of payments has been completed in accordance with the Agreement
3 and the Court's Final Order, within ten (10) business days of distributing all payments under
4 the Settlement. Plaintiff's Counsel will file the declaration with the Court and any required
5 papers (*i.e.*, amended Final Order and/or Judgment) or as otherwise ordered by the Court.

6 52. This Agreement is expressly conditioned upon the Court entering the Final
7 Order, thereby disposing of the Action in its entirety. The Final Order and entry of judgment of
8 dismissal will not release or bar any claims other than the Released PAGA Claims as to the
9 Aggrieved Employees (except for Plaintiff), the LWDA, and the State of California.

10 **E. PAGA Release by Plaintiff, the State of California, and Aggrieved Employees**

11 53. Upon the Effective Date occurring and Defendant's funding of the Settlement
12 Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, the State of
13 California, and the Aggrieved Employees, will forever completely release and discharge the
14 Released Parties from the Released PAGA Claims. The time period governing the Released
15 PAGA Claims shall be the PAGA Period.

16 54. The Proposed Order and Judgment in connection with this Settlement will seek
17 dismissal of Defendants Hironori Bristol, Inc., Hironori Holdings, Inc., Hironori Orange LLC,
18 Hironori San Diego, and Hironori Torrance LLC from the Action, without prejudice.

19 55. It is the intent of the Parties that the Final Order entered by the Court shall have
20 full equitable and collateral estoppel and *res judicata* effect to the fullest extent permitted by
21 law. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a
22 representative action brought by an aggrieved employee under the Labor Code Private
23 Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also
24 on government agencies and any aggrieved employee not a party to the proceeding," which the
25 Final Order shall so reflect. Thus, in accordance with *Arias*, the Final Order shall be binding
26 on Plaintiff and the Aggrieved Employees as to the Released PAGA Claims, including the
27 PAGA Claims.

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1 **F. Plaintiff's Release of All Claims**

2 56. Plaintiff, on behalf of himself and his dependents, heirs and assigns,
3 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
4 guardians, personal representatives, and successors-in-interest, shall and does hereby forever
5 release, discharge and agree to hold harmless Defendants and the Released Parties from any
6 and all charges, complaints, claims, liabilities, obligations, promises, agreements,
7 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts
8 and expenses (including attorney fees and costs), known or unknown, at law or in equity,
9 arising out of or in any way connected with his employment with Defendants and the
10 termination thereof, including the Released PAGA Claims, claims that were asserted or could
11 have been asserted in the Action or Complaint (or a separate action or complaint), and any and
12 all transactions, occurrences, or matters between the Parties occurring prior to the date this
13 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall
14 include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act;
15 (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. §
16 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the
17 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the
18 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the
19 Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair
20 Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code;
21 (p) the California Government Code; (q) the California Civil Code; and (r) any and all other
22 federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all
23 claims based on constitutional, statutory, common law, or regulatory grounds as well as any
24 other claims based on theories of wrongful or constructive discharge, breach of contract or
25 implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
26 emotional distress, negligent infliction of emotional distress, or damages under any other
27 federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any
28 and all relief, no matter how denominated, including, but not limited to, back pay, front pay,

vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement.

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This Release also does not extend to any worker’s compensation claims, or related relief, that Plaintiff may have against Defendants and any of its related entities, including any claims alleged by the Plaintiff in the Workers’ Compensation Appeals Board Case Numbers ADJ18360091 and ADJ18360095.

57. Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquish all rights and benefits he may have under California Civil Code section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which they now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agrees that, upon his execution of this Agreement, Plaintiff hereby fully, finally, and forever settles and releases any and all claims against Defendants and the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

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1 **G. Additional Settlement Terms and Conditions**

2 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
3 believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have
4 arrived at this Settlement after extensive trial preparation and arm's-length negotiations by
5 experienced counsel.

6 59. Denial of Liability. The Parties expressly recognize that the making of this
7 Agreement does not in any way constitute an admission or concession of liability, culpability,
8 negligence or wrongdoing on the part of Defendant or any of the other Released Parties. The
9 Parties hereto have entered into this Settlement with the intention of avoiding further disputes
10 and litigation with the attendant risk, inconvenience and expenses. Nothing in this Settlement,
11 nor any action taken in implementation thereof, nor any statements, discussions or
12 communications, nor any materials prepared, exchanged, issued or used during the course of
13 this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
14 be used or be admissible in any way in any other judicial, arbitral, administrative, investigative
15 or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
16 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
17 equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court
18 proceeding that has as its purpose the interpretation, implementation, or enforcement of the
19 Settlement or any orders or judgments of the Court entered into in connection therewith.

20 60. No Credit Toward Benefit Plans. Payments to Aggrieved Employees will not be
21 utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
22 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
23 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
24 benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,
25 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit
26 plans.

27 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

1 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
2 demand, action, cause of action or right herein released and discharged.

3 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 approve the Settlement as provided herein or as may be amended by the Parties by mutual
5 agreement, in the event that the Court does not approve it; or (ii) the Settlement does not
6 become final for any other reason, then this Agreement, and any documents generated to bring
7 it into effect, will be null and void, and the Parties will be returned to their original respective
8 positions.

9 63. Judgment/Dismissal and Continued Jurisdiction. The Parties agree that after
10 entry of the Final Order, the Court shall retain jurisdiction over the Parties, the Action, and the
11 Settlement, pursuant to CCP Section 664.6 and as otherwise allowed by law, to ensure the continuing
12 implementation of the provisions of this settlement, including (i) the interpretation and enforcement
13 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-
14 approval matters as may be appropriate under court rules or as set forth in this Settlement.

15 64. Entire Agreement. This Agreement constitutes the entirety of the Parties'
16 settlement terms of the claims released herein. All prior or contemporaneous agreements,
17 understandings, representations and statements, whether oral or written and whether by a Party
18 of such Party's legal counsel, are merged herein.

19 65. Amendment or Modification. This Agreement may be amended or modified
20 only by a written instrument, signed by either the Parties or their successors-in-interest or
21 counsel for all Parties.

22 66. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms and to execute any other documents required
26 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with
27 each other and use their best efforts to effect the implementation of the Settlement. If the
28 Parties are unable to reach agreement on the form or content of any document needed to

1 implement the Settlement, or on any supplemental provisions that may become necessary to
2 effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator,
3 Kevin Barnes, and/or the Court to resolve such disagreement.

4 67. Binding on Successors and Assigns. This Agreement will be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 68. California Law Governs. All terms of this Agreement will be governed by and
7 interpreted according to the laws of the State of California, regardless of its conflict of laws.

8 69. Execution and Counterparts. This Agreement is subject only to the execution of
9 all Parties. However, the Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them, including facsimile and scanned copies of the
11 signature page, will be deemed to be one and the same instrument. Electronic signatures shall
12 have the same force and effect as an original.

13 70. Invalidity of Any Provision. Before declaring any provision of this Agreement
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this Agreement
16 valid and enforceable, and consistent with the intent of this Agreement based on the language
17 and terms used herein.

18 71. Captions. The captions and section and paragraph numbers in this Agreement
19 are inserted for the reader's convenience, and in no way define, limit, construe or describe the
20 scope or intent of the provisions of this Agreement.

21 72. Waiver. No waiver of any condition or covenant contained in this Agreement or
22 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
23 constitute a further waiver by such Party of the same or any other condition, covenant, right or
24 remedy.

25 73. Enforcement Action. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party or Parties to enforce the provisions of
27 this Agreement or to declare rights and/or obligations under this Settlement, the successful
28 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable

1 attorneys' fees and costs, including expert witness fees incurred in connection with any
2 enforcement actions.

3 74. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
5 more strictly against one Party merely by virtue of the fact that it may have been prepared by
6 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
7 between the Parties, all Parties have contributed to the preparation of this Agreement.

8 75. Representation By Counsel. The Parties acknowledge that they have been
9 represented by competent counsel throughout all negotiations that preceded the execution of
10 this Agreement, and that this Agreement has been executed with the consent and advice of
11 counsel, and reviewed in full.

12 76. Binding Agreement. The Parties warrant that they understand and have full
13 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
14 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
15 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
16 provisions that otherwise might apply under federal or state law.

17 77. All notices, demands or other communications between the Parties in connection with
18 this Agreement will be in writing and deemed to have been duly given as of the third business day after
19 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

20 To Plaintiff:

21 David Yeremian
22 d.yeremian@d.law
23 David Keledjian
24 d.keledjian@d.law
25 David Arakelyan
26 d.arakelyan@d.law
27 D.LAW, INC.
28 450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

///

To Defendant:

PHILLIP AZZARA (SBN 239126)
pazzara@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Dated: May 08, 2025

Signed by:

7C040DE54C0C418

Adrian Guerra, Plaintiff, on Behalf of Himself,
Aggrieved Employees, and the State of California

Dated: May _____, 2025

Ramen&Dreams, Inc., Defendant

By: _____

Its: _____

APPROVED AS TO FORM BY COUNSEL

Dated: May 08, 2025


David Arakelyan, D.Law, Inc.
Counsel for Plaintiff, Aggrieved Employees, and
the State of California

Dated: May _____, 2025

Philip J. Azzara, Fisher & Phillips, LLP
Counsel for Defendants

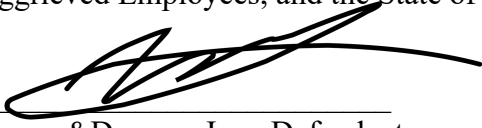
To Defendant:

PHILLIP AZZARA (SBN 239126)
pazzara@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Dated: May ____, 2025

Adrian Guerra, Plaintiff, on Behalf of Himself,
Aggrieved Employees, and the State of California

Dated: May 13, 2025


Ramen&Dreams, Inc., Defendant
By: Hiromichi Igarashi
Its: Secretary

APPROVED AS TO FORM BY COUNSEL

Dated: May ____, 2025

David Arakelyan, D.Law, Inc.
Counsel for Plaintiff, Aggrieved Employees, and
the State of California

Dated: May 14, 2025

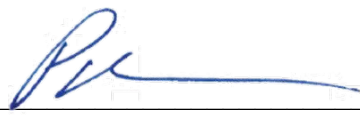

Philip J. Azzara, Fisher & Phillips, LLP
Counsel for Defendants

EXHIBIT 2

October 18, 2023

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Ramen&Dreams, Inc.

Robert W. Cohen, Agent for Service of Process
1901 Avenue of the Stars
Suite 1910
Los Angeles, CA 90067
Certified Mail Tracking Number: 9414 8112 0620 3673 6678 53

Ramen&Dreams, Inc.

17109 Edwards Road
Cerritos, CA 90703
Certified Mail Tracking Number: 9414 8112 0620 3673 6611 72

Hironori Bristol, Inc.

Robert W. Cohen, Agent for Service of Process
1901 Avenue of the Stars
Suite 1910
Los Angeles, CA 90067
Certified Mail Tracking Number: 9414 8112 0620 3673 6838 91

Hironori Bristol, Inc.

17109 Edwards Road
Cerritos, CA 90703
Certified Mail Tracking Number: 9414 8112 0620 3673 6853 83

Hironori Holdings, Inc.

Robert W. Cohen, Agent for Service of Process
1901 Avenue of the Stars
Suite 1910
Los Angeles, CA 90067
Certified Mail Tracking Number: 9414 8112 0620 3673 6809 13

Hironori Holdings, Inc.

17109 Edwards Road
Cerritos, CA 90703
Certified Mail Tracking Number: 9414 8112 0620 3673 6885 20



Hironori Orange LLC

Robert W. Cohen, Agent for Service of Process
1901 Avenue of the Stars
Suite 1910
Los Angeles, CA 90067
Certified Mail Tracking Number: 9414 8112 0620 3673 6875 47

Hironori Orange LLC

17109 Edwards Road
Cerritos, CA 90703
Certified Mail Tracking Number: 9414 8112 0620 3673 6810 40

Hironori San Diego LLC

James Kozono
3803 5th Avenue
San Diego, CA 92103
Certified Mail Tracking Number: 9414 8112 0620 3673 6058 93

Hironori San Diego LLC

3803 5th Avenue
San Diego, CA 92103
Certified Mail Tracking Number: 9414 8112 0620 3673 6036 91

Hironori Torrance LLC

Robert W. Cohen, Agent for Service of Process
1901 Avenue of the Stars
Suite 1910
Los Angeles, CA 90067
Certified Mail Tracking Number: 9414 8112 0620 3673 6002 63

Hironori Torrance LLC

17109 Edwards Road
Cerritos, CA 90703
Certified Mail Tracking Number: 9414 8112 0620 3673 6081 60

LWDA Case No.: LWDA-CM-988513-23

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Adrian Guerra v. Ramen&Dreams, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Adrian Guerra (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*



The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants Ramen&Dreams, Inc.; Hironori Bristol, Inc.; Hironori Holdings, Inc.; Hironori Orange LLC; Hironori San Diego LLC; Hironori Torrance, LLC; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in San Mateo County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees frequently had to arrive to work early, be present at work, and wait for other workers to clock in before they were able to. Defendants failed to calculate, include in timesheets, modify timesheets to reflect, or pay wages for this time, when Aggrieved Employees were under the control of Defendants. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees earned commissions as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees’ regular rates of pay, and respective and proper overtime rates of pay.



Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, the uncompensated pre-shift duties, discussed herein, caused Aggrieved Employees' meal periods to commence after the completion of their fifth hour work.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of delaying Aggrieved Employees' meal periods with mandatory uncompensated pre-shift work.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Specifically, the uncompensated pre-shift duties, discussed herein, delayed the commencement of Aggrieved Employees' rest breaks.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Aggrieved Employees were not recorded in "ink or other indelible form."

Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required



by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Aggrieved Employees' wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Defendants required Aggrieved Employees to purchase protective masks necessary to execute their duties under Defendants' employ. Further, Defendants required Aggrieved Employees to provide their own tools, such as a knife for cooking. Defendants failed to reimburse Aggrieved Employees for these necessary business expenses.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees frequently had to arrive to work early, be present at work, and wait for other workers to clock in before they were able to. Defendants failed to calculate, include in timesheets, modify timesheets to reflect, or pay wages for this time, when Aggrieved Employees were under the control of Defendants. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). The other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees earned commissions as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the



assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, the uncompensated pre-shift duties, discussed herein, caused Aggrieved Employees' meal periods to commence after the completion of their fifth hour work.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of delaying Aggrieved Employees' meal periods with mandatory uncompensated pre-shift work.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, the uncompensated pre-shift duties, discussed herein, delayed the commencement of Aggrieved Employees' rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or



deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Proper Sick Time

Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants required Aggrieved Employees to purchase protective masks necessary to execute their duties under Defendants' employ. Further, Defendants required Aggrieved Employees to provide their own tools, such as a knife for cooking. Defendants failed to reimburse Aggrieved Employees for these necessary business expenses.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work



related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure



to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

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Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the



wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

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Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, including as follows:

(a) **Wage Claims:** For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 246, 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);



(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.



Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

A handwritten signature in blue ink, appearing to read 'David Yeremian', written over the printed name.

David Yeremian

Cc: Ramen&Dreams, Inc.; Hironori Bristol, Inc.; Hironori Holdings, Inc.; Hironori Orange LLC; Hironori San Diego LLC; Hironori Torrance, LLC, by Certified Mail

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Attorneys for Plaintiff ADRIAN GUERRA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

ADRIAN GUERRA, on behalf of himself and
all others similarly situated, and the general
public,

Plaintiff,

v.

RAMEN&DREAMS, INC., a California
corporation; HIRONORI BRISTOL, INC., a
California corporation; HIRONORI
HOLDINGS, INC., a California corporation;
HIRONORI ORANGE LLC, a California
corporation; HIRONORI SAN DIEGO, a
California corporation; HIRONORI
TORRANCE LLC, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff ADRIAN GUERRA (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants RAMEN&DREAMS INC., a
5 California corporation; HIRONORI BRISTOL, INC., a California corporation; HIRONORI
6 HOLDINGS, INC., a California corporation; HIRONORI ORANGE LLC, a California corporation;
7 HIRONORI SAN DIEGO, a California corporation; HIRONORI TORRANCE LLC, a California
8 corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged
9 violations of the California Labor Code and California Business and Professions Code. As set forth
10 below, Plaintiff alleges that Defendants have:

- 11 a. failed to pay them overtime wages at the correct rate;
- 12 b. failed to pay them double time wages at the correct rate;
- 13 c. failed to pay them overtime and/or double time wages by failing to include all
14 applicable remuneration in calculating the regular rate of pay;
- 15 d. failed to provide them with meal periods;
- 16 e. failed to provide them with rest periods;
- 17 f. failed to pay them premium wages for missed meal and rest periods;
- 18 g. failed to pay them proper sick time pay;
- 19 h. failed to provide them with accurate written wage statements;
- 20 i. failed to reimburse them with necessary business expenditures;
- 21 j. failed to pay them all their final wages following separation of employment.

22 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
23 unpaid wages, liquidated damages, penalties, restitution, and related relief on behalf of himself, all
24 others similarly situated, and the general public.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
28 jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of San Mateo pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in San Mateo County because Defendants' have at all times alleged herein, conducted business in San Mateo County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff ADRIAN GUERRA is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant RAMEN&DREAMS, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant HIRONORI BRISTOL, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiff is informed and believes, and thereupon alleges that Defendant HIRONORI HOLDINGS, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

9. Plaintiff is informed and believes, and thereupon alleges that Defendant HIRONORI ORANGE LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

10. Plaintiff is informed and believes, and thereupon alleges that Defendant HIRONORI SAN DIEGO LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

11. Plaintiff is informed and believes, and thereupon alleges that Defendant HIRONORI TORRANCE LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

12. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

13. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

14. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

15. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

16. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

a. **Hourly Employee Class:** All persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California four years prior to the filing of this action and ending on the date that final judgment is entered in this action ("Hourly Employee Class").

b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in

a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

- c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- e. **Sick-Pay Class:** All persons employed by Defendants in California who, at any time from four years prior to the filing of this action and ending on the date that final judgment is entered in this action, worked for more than 30 days for Defendants, and were not paid for at least one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period of employment.
- f. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- g. **Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.
- h. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

17. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

18. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

19. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- a. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;

- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- e. Whether Defendants failed to pay proper sick time pay;
- f. Whether Defendants failed to pay wages due, negotiable and payable in cash on demand;
- g. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- i. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- k. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

20. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

21. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and

adequately represent and protect the interests of the other class members.

22. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

23. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

24. Plaintiff worked for Defendants as a non-exempt employee during the relevant and statutory periods.

25. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class members proper wages and overtime for all hours worked, at the proper rates of pay. Plaintiff and Class members were systemically required to perform work, off-the-clock, for which no wages were paid. Specifically, Plaintiff and Class Members frequently had to arrive to work early, be present at work, and wait for other workers to clock in before they were able to. Defendants failed to calculate, include in timesheets, modify timesheets to reflect, or pay wages for this time, when Plaintiff and Class Members were under the control of Defendants. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

26. This uncompensated time caused Plaintiff and Class Members to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff

1 and Class Members to minimum and overtime wages, which they were systemically denied.

2 27. Defendants also failed to Plaintiff and Class Members overtime wages at the proper
3 and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned commissions as
4 well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these
5 supplemental earnings were not accounted for when determining Plaintiff and Class Members'
6 regular rates of pay, and respective and proper overtime rates of pay.

7 28. Defendants had a common policy and practice of systemically denying Plaintiff and
8 Class Members the opportunity to take meal periods in compliance with the California Law.
9 Specifically, the uncompensated pre-shift duties, discussed herein, caused Plaintiff's and Class
10 Members' meal periods to commence after the completion of their fifth hour work.

11 29. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
12 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
13 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
14 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
15 Defendants' practice of delaying Plaintiff and Class Members' meal periods with mandatory
16 uncompensated pre-shift work.

17 30. Defendants had a common policy and practice of systemically denying Plaintiff and
18 Class Members the opportunity to take rest periods in compliance with the California Law.
19 Specifically, the uncompensated pre-shift duties, discussed herein, delayed the commencement of
20 Plaintiff and Class Members' rest breaks.

21 31. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
22 wages at their appropriate regular rates of pay for each meal and rest period denied.

23 32. Plaintiff and Class Members were not provided with accurate wage statements as
24 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
25 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
26 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
27 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
28 or other indelible form."

1 33. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
2 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

3 34. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
4 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
5 not included.

6 35. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
7 were not accurately reflected in that: all hours worked, including overtime, were not included.

8 36. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
11 overtime, were not included.

12 37. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
13 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
14 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
15 of Labor Code § 226.

16 38. Plaintiff and Class Members were not reimbursed for business expenses incurred in
17 executing their duties under Defendant’s employ. Specifically, Defendants required Plaintiff and
18 Class Members to purchase protective masks necessary to execute their duties under Defendants’
19 employ. Further, Defendants required Plaintiff and Class Members to provide their own tools, such
20 as a knife for cooking. Defendants failed to reimburse Plaintiff and Class Members for these necessary
21 business expenses.

22 39. Finally, Defendants had a common policy and practice of systemically failing to pay
23 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
24 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
25 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
26 12 month period of work.

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28 ///

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

4 **(Plaintiff and Meal Period Sub-Class)**

5 40. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 41. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 42. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 43. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 44. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 45. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 46. Section 11 of the applicable Wage Order states:

24 No employer shall employ any person for a work period of more than
25 five (5) hours without a meal period of not less than 30 minutes, except
26 that when a work period of not more than six (6) hours will complete
27 the day’s work the meal period may be waived by mutual consent of
28 the employer and employee. Unless the employee is relieved of all duty
during a 30 minute meal period, the meal period shall be considered an
‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
3 revoke the agreement at any time.

4 47. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
5 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
6 members were not subject to valid on-duty meal period agreements with Defendants.

7 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
9 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
10 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
11 Specifically, the uncompensated pre-shift duties, discussed herein, caused Plaintiff and **Meal Period**
12 **Sub-Class** members' meal periods to commence after the completion of their fifth hour work.
13 Plaintiff and Class Members were not provided with meal periods of at least thirty (30) minutes for
14 each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as
15 part of each work shift; (2) no formal written meal policy that encouraged employees to take their
16 meal periods, or that advised **Meal Period Sub-Class** members of their meal and rest period rights;
17 and (3) Defendants' practice of delaying Plaintiff and **Meal Period Sub-Class** members' meal
18 periods with mandatory uncompensated pre-shift work.

19 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
21 **Class** members when they worked five (5) hours without clocking out for any meal period.

22 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
24 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
25 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

26 51. Moreover, Defendants written policies fail to inform Meal period Class Members of
27 their meal period rights under the Labor Code and applicable Wage Orders.

28 52. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
Class members additional premium wages, and/or were not paid premium wages at the employees'

1 regular rates of pay when required meal periods were not provided.

2 53. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
3 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
4 thereon, and costs of suit.

5 54. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
7 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

11 **(Plaintiff and Rest Period Sub-Class)**

12 55. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 56. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
15 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
16 Code and the applicable Wage Order.

17 57. Section 12 of the applicable Wage Order imposes an affirmative obligation on
18 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
19 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
20 be in the middle of each work period insofar as practicable.

21 58. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
22 employers from requiring employees to work during required rest periods and require employers to
23 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
24 workday that the employee is not provided with the required rest period(s).

25 59. Compensation for missed rest periods constitutes wages within the meaning of Labor
26 Code section 200.

27 60. Labor Code section 1198 makes it unlawful to employ a person under conditions that
28 violate the Wage Order.

61. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or major fraction thereof, as required by the applicable Wage Order.

62. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof. Specifically, the uncompensated pre-shift duties, discussed herein, delayed the commencement of Plaintiff and **Rest Period Sub-Class** members' rest breaks.

63. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

67. Section 2 of the applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

68. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours

1 that an employer has actual or constructive knowledge that employees are working.

2 69. Labor Code section 1194 invalidates any agreement between an employer and an
3 employee to work for less than the minimum or overtime wage required under the applicable Wage
4 Order.

5 70. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
6 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
7 to the underlying unpaid minimum wages and interest thereon.

8 71. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
9 than the minimum wage required under the applicable Wage Order for all hours worked during a
10 payroll period.

11 72. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
12 person acting either individually or as an officer, agent or employee of another person, to pay an
13 employee, or cause an employee to be paid, less than the applicable minimum wage.

14 73. Labor Code section 1198 makes it unlawful for employers to employ employees under
15 conditions that violate the applicable Wage Order.

16 74. Labor Code section 204 requires employers to pay non-exempt employees their earned
17 wages for the normal work period at least twice during each calendar month on days the employer
18 designates in advance and to pay non-exempt employees their earned wages for labor performed in
19 excess of the normal work period by no later than the next regular payday.

20 75. Labor Code section 223 makes it unlawful for employers to pay their employees lower
21 wages than required by contract or statute while purporting to pay them legal wages.

22 76. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
23 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
24 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
25 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
26 worked on the seventh consecutive day of one workweek.

27 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require
28 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective

1 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
2 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

3 78. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
4 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
5 working conditions and compensation arrangements.

6 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
7 **Employee Class** members for all time worked, including but not limited to, overtime hours at
8 statutory and/or agreed rates.

9 80. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
10 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**
11 members frequently had to be present at work and wait for other workers to clock in before they were
12 able to. Defendants failed to calculate, include in timesheets, modify timesheets to reflect, or pay
13 wages for this time, when Plaintiff and **Hourly Employee Class** members were under the control of
14 Defendants. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
15 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
16 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
17 they were systemically denied.

18 81. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
19 wages at the proper and applicable regular rates of pay. Specifically, Defendants failed to incorporate
20 bonuses paid to Plaintiff and **Hourly Employee Class** members into their overtime pay rates.

21 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
22 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
23 full amount of wages earned during each pay period during the applicable limitations period,
24 including overtime wages.

25 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
26 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
27 overtime wages, interest thereon and costs of suit.

28 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the

substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiff and Sick Pay Class)

85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

86. Labor Code Section 246 affords an employee "who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period."

87. Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

88. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Defendants denied Plaintiff and **Sick Pay Class** Members sick days when they were unable to safely work. Defendants failed to provide sick pay for these days.

89. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

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FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

91. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

92. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic

1 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

2 93. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
4 with written wage statements as described above. Additionally, the wage statements issued to class
5 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
6 described above.

7 94. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
8 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
9 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
10 provided in electronic format in violation of Labor Code § 226.

11 95. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
12 **Wage Statement Class** members with accurate written wage statements was intentional in that
13 Defendants have the ability to provide them with accurate wage statements but have intentionally
14 provided them with written wage statements that Defendants have known do not comply with Labor
15 Code section 226(a).

16 96. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
17 Defendants have violated their legal rights to receive accurate wage statements and have misled them
18 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
19 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
20 discovery and mathematical computations to determine the amount of wages owed, has caused
21 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
22 submission of inaccurate information about wages and deductions to federal and state government
23 agencies.

24 97. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
25 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
26 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
27 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
28 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

3 **(Lab. Code §§ 201-203)**

4 **(Plaintiff and Waiting Time Penalties Sub-Class)**

5 98. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 99. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
8 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
9 earned and unpaid before termination or resignation.

10 100. At all relevant times, pursuant to Labor Code section 201, employees who have been
11 discharged have been entitled to payment of all final wages immediately upon termination.

12 101. At all relevant times, pursuant to Labor Code section 202, employees who have
13 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
14 payment of all final wages at the time of resignation.

15 102. Plaintiff is informed and believes that, at all relevant times during the applicable
16 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
17 members all their final wages in accordance with the Labor Code.

18 103. Plaintiff is informed and believes that, at all relevant times during the applicable
19 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
20 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
21 sections 201 or 202 by failing to timely pay them all final wages.

22 104. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
23 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
24 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
25 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
26 requirements.

27 105. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
28 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their

1 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

2 106. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
3 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
4 **Class** members, seeks awards of reasonable attorneys' fees and costs.

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code § 2802)**

8 **(Plaintiff and Reimbursement Class)**

9 107. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 108. Labor Code section 2802(a) states:

12 An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct consequence
14 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

15 109. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
16 business expenses incurred in executing their duties under Defendant's employ. Specifically,
17 Defendants required Plaintiff and **Expense Reimbursement Class** members to wear masks at all
18 times while working, but did not provide the masks and required Plaintiff and **Expense**
19 **Reimbursement Class** members to buy their own masks. Further, Defendants required Plaintiff and
20 **Expense Reimbursement Class** members to provide their own tools, such as a knife for cooking.
21 Defendants failed to reimburse Plaintiff and **Expense Reimbursement Class** members for these
22 necessary business expenses.

23 110. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
24 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
25 the Complaint and until the date of entry of judgment.

26 111. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
27 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
28 costs pursuant to Code of Civil Procedure section 1021.5.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 112. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 113. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 114. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 115. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 116. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, FOURTH and SEVENTH causes of action herein.

18 117. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 118. Defendants have or may have acquired money by means of unfair competition.

20 119. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
22 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
23 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
24 alleged herein.

25 120. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 proper sick time pay; and reimbursement for necessary business expenditures.

1 121. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 122. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 123. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 124. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 125. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
17 violates or is considered unlawful under any other state or federal law.

18 126. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 127. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

128. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

129. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

130. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

131. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

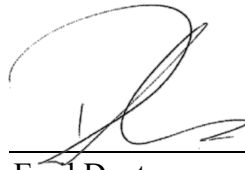
WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;

- 1 l. Costs of suit;
2 m. Reasonable attorneys' fees; and
3 n. Such other relief as the Court deems just and proper.
4

5 Dated: October 18, 2023

D.LAW, INC.

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9 Emil Davtyan
10 David Yeremian
11 David Keledjian
12 David Arakelyan
13 Attorneys for Plaintiff
14 ADRIAN GUERRA, and the putative class
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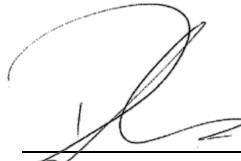
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: October 18, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
ADRIAN GUERRA, and the putative class

EXHIBIT 3

Guerra v. Ramen & Dreams, Inc.

Litigation Costs

Service Date	Details	Provider	Amount
10/18/23	PAGA Letter	LWDA	\$ 75.00
10/18/23	PAGA Letter Postage	USPS	\$ 114.96
10/19/23	Summons & Complaint	Rapid Legal	\$ 1,495.30
10/24/23	Process of Service - Summons & Complaint - Hironori San Diego	Rapid Legal	\$ 77.25
10/26/23	POS of Summons - Hironori San Diego	Rapid Legal	\$ 17.12
10/27/23	Process of Service - Summons & Complaint - Hironori, Bristol, Inc.	Rapid Legal	\$ 77.25
10/27/23	Process of Service - Summons & Complaint - Hironori Holdings, Inc.	Rapid Legal	\$ 77.25
10/27/23	Process of Service - Summons & Complaint - Hironori Orange, LLC	Rapid Legal	\$ 77.25
10/27/23	Process of Service - Summons & Complaint - Hironori Torrance, LLC	Rapid Legal	\$ 77.25
10/27/23	Process of Service - Summons & Complaint - Ramendreams, Inc.	Rapid Legal	\$ 77.25
10/30/23	Notice of Case Management Conference	Rapid Legal	\$ 17.12
11/1/23	POS of Summons - Other Entities	Rapid Legal	\$ 17.12
12/20/23	Notice of Unavailability	Rapid Legal	\$ 17.12
12/21/23	First Amended Complaint	Rapid Legal	\$ 17.12
1/29/24	Case Management Statement	Rapid Legal	\$ 15.06
5/6/24	Joint Case Management Statement	Rapid Legal	\$ 15.19
7/25/24	Mediation Fee	Kevin T. Barnes	\$ 7,500.00
8/23/24	Notice of Disassociation of Attorney	Rapid Legal	\$ 15.19
9/26/24	Notice of Change of Address	Rapid Legal	\$ 15.19
10/9/24	Expert Mediation Analysis	Berger Consulting	\$ 4,590.00
12/28/24	Notice of Unavailability	Rapid Legal	\$ 15.19
FUTURE	Motion for PAGA Approval of Settlement	Rapid Legal	\$ 85.00
FUTURE	Declaration of Class Admin re Final Distribution	Rapid Legal	\$ 18.00
FUTURE	Notice of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00

Total \$ 14,521.18

EXHIBIT 4

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Guerra v. Ramen&Dreams, Inc., et al.

Superior Court of the State of California for the County of San Mateo

Case No. 23-CIV-04967

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Guerra v. Ramen&Dreams, Inc., et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Guerra v. Ramen&Dreams, Inc., et al.*, San Mateo County Superior Court (“Court”), Case No. 23-CIV-04967. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Adrian Guerra (“Plaintiff”) against RAMEN&DREAMS, INC., HIRONORI BRISTOL, INC., HIRONORI HOLDINGS, INC., HIRONORI ORANGE LLC, HIRONORI SAN DIEGO, HIRONORI TORRANCE LLC (collectively “Defendants”, defendant RAMEN&DREAMS, INC. referred to specifically in singular as the “Defendant”) Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all current and former nonexempt employees employed by Defendant in California at any time during the PAGA Period, which is October 19, 2022, through September 25, 2024. The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a)); (6) Failure to Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (7) Failure to Indemnify (Lab. Code § 2802); (8) Unfair Competition (Business and Professions Code § 17200 *et seq.*). Plaintiff alleged Defendants failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved

Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to pay proper sick pay, failed to reimburse business expenses incurred by Aggrieved Employees, and failed to issue accurately itemized wage statements to Aggrieved Employees. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay \$137,160.00, which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive \$45,720.00 for attorneys' fees and \$14,521.18 for litigation costs incurred in prosecuting the lawsuit. Plaintiff will receive \$5,000.00 for his services in initiating and prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive \$5,000.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$66,918.82, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$50,189.11 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$16,729.71 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$ [REDACTED], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Plaintiff, the State of California, and the Aggrieved Employees is as follows:

Upon the Effective Date occurring and Defendant funding the Gross Settlement Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, the State of California, and the Aggrieved Employees, will forever completely release and discharge the Released Parties from the Released PAGA Claims. The time period governing the Released PAGA Claims shall be the PAGA Period.

“Released PAGA Claims” means any and all rights and claims for civil penalties that Plaintiff alleged against Defendant, on behalf of Aggrieved Employees and State of California, based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter(s) sent by Plaintiff, including all PAGA claims seeking civil penalties premised upon Defendant’s alleged (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation, (f) failure to timely pay wages each period, (g) failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. that were stated in the Complaint and based upon the facts alleged in the Complaint and the notice(s) sent by Plaintiff to the LWDA.

“Released Parties” means: Defendant, and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

“Operative Complaint” means the First Amended Complaint filed by Plaintiff on December 21, 2023 in this lawsuit.

“LWDA notice letter” means Plaintiff’s PAGA Notice letter to Defendant and the LWDA submitted on October 18, 2024 (LWDA Case No. LWDA-CM-988513-23) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Phoenix Class Action Administration Solutions
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 5