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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorney for Plaintiff Jordan Hernandez, an
individual, on behalf of himself and all other
aggrieved employees, and the State of California,
pursuant to the Private Attorney General Act of
2004

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JORDAN HERNANDEZ, an individual, on
behalf of himself and all other aggrieved
employees and the State of California, pursuant
to the Private Attorney General Act of 2004,

Plaintiff,

v.

AMARAMANI INC. d/b/a Baskin-Robbins, a
California corporation, RAMANI
KETHIREDDY, an individual, AMARENDER
KETHIREDDY, an individual, DOES 1-25,
inclusive,

Defendants.

Case No.: 23ST CV 31 335

**COMPLAINT FOR ENFORCEMENT OF
THE CALIFORNIA LABOR CODE UNDER
THE PRIVATE ATTORNEY GENERAL
ACT OF 2004**

(Jury Trial Demanded)

INTRODUCTION

Plaintiff JORDAN HERNANDEZ, an individual, on behalf of himself, the aggrieved
employees of Defendants AMARAMANI INC. d/b/a Baskin-Robbins, RAMANI KETHIREDDY,
AMARENDER KETHIREDDY, and DOES 1-25, inclusive (collectively, "Defendants"), and the
State of California pursuant to the Private Attorney General Act of 2004 ("Plaintiff") brings this

COMPLAINT FOR ENFORCEMENT OF THE CALIFORNIA LABOR CODE UNDER THE
PRIVATE ATTORNEY GENERAL ACT OF 2004

lawsuit against Defendants for the enforcement of the Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)(“PAGA”).

PARTIES

1. Plaintiff JORDAN HERNANDEZ (“Plaintiff”) is an individual resident of the County of Los Angeles, State of California. From on or around July 27, 2023 to September 10, 2023 (“Employment Period”), Plaintiff was employed by Defendants at their store located at 521 North Montebello Boulevard, Suite D, Montebello, California 90640 as Cashier, a non-exempt hourly position with a base hourly rate of pay of \$15.50.

2. Defendant AMARAMANI INC. d/b/a Baskin-Robbins (“Amaramani”) is a California corporation. Upon information and belief, Amaramani owns and operates the Baskin-Robbins franchise store located at 521 North Montebello Boulevard, Suite D, Montebello, California 90640. Amaramani’s agent for service of process is Defendant RAMANI KETHIREDDY located at 14921 Larkspur Circle, Irvine, California 92604.

3. Defendant RAMANI KETHIREDDY (“Mrs. Kethireddy”) is a natural person who, upon information and belief, is a resident of the County of Orange, State of California. During all relevant time periods, Mrs. Kethireddy is/was the Chief Executive Officer, Chief Financial Officer, and sole Director of Amaramani, and is/was a managing agent of Amaramani pursuant to Labor Code section 558.1 and Civil Code section 3294.

4. Defendant AMARAMENDER KETHIREDDY (“Mr. Kethireddy”) is a natural person who, upon information and belief, is a resident of the County of Orange, State of California. During all relevant time periods, Mr. Kethireddy is/was the Secretary of Amaramani, and is/was a managing agent of Amaramani pursuant to Labor Code section 558.1 and Civil Code section 3294.

5. Plaintiff is unaware of the true names and capacities of all defendants. Plaintiff sues those unknown defendants by their fictitious names, DOES 1-25, inclusive. Plaintiff will seek leave to amend this Complaint for Enforcement of the California Labor Code Under the Private Attorney General Act of 2004 (“Complaint”) once their true and correct names are ascertained.

6. Upon information and belief, at all relevant times, one or more of each of the named Defendants, or all of them, were in some fashion—by contract or otherwise—the managing agents,

predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers, and/or partners of one or more of the remaining and/or unnamed defendants, and was acting within that respective capacity.

7. Upon information and belief, at all relevant times, one or more the remaining named and/or unnamed defendants are the successors of one or more of the remaining named and/or unnamed defendants. Such successors are liable for the transactions, occurrences, series of transactions, and/or Plaintiff's and/or the aggrieved employees' damages and injuries arising from the same extent of those successors' predecessors.

8. Upon information and belief, at all relevant times, the Defendants were and/or are the alter egos of all defendants in this pending civil action. Defendants each acted for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendants. Defendants were acting on behalf of each other in the establishment of, ratification of, and/or execution of the illegal practices and policies described in this Complaint.

9. Upon information and belief, at all relevant times, Defendants had decision-making authority and responsibility for the establishment and execution of illegal practices and policies. Accordingly, the Defendants—individually and all named and/or unnamed defendants collectively—are liable for each of the causes of action alleged in this Complaint.

10. Upon information and belief, at all relevant times, there existed and/or exists a unity of interest and ownership between each DOE defendant and the Defendants, jointly and severally, such that their individuality and separateness ceased to exist. More specifically, the business affairs of the Defendants and all named and/or unnamed defendants could not be segregated, and were and/or are inextricably intertwined, commingled, and combined.

11. Defendants DOES 1-25, inclusive, were and/or are still used as mere shells and conduits for the Defendants' business affairs individually and/or collectively. The recognition of the separate existence of each such DOE defendant would not promote justice because it would permit Defendants to insulate themselves from individual liability as to Plaintiff, the aggrieved employees, and the State of California. Defendants constitute the alter egos of each other, and the fiction of their separate existence must be disregarded at law and equity to avoid fraud and injustice to Plaintiff, the aggrieved employees, and the State of California.

JURISDICTION AND VENUE

12. This Court has original jurisdiction over this pending civil action under Article VI, section of the California Constitution, exercisable under Code of Civil Procedure section 410.10. This Court has subject matter jurisdiction.

13. This Court has personal jurisdiction over Defendants because they were/are citizens of and/or residents of the State of California during all relevant time periods. This Court's exercise of personal jurisdiction over Defendants comports with traditional notions of fair play and substantial justice.

14. Venue is proper under Code of Civil Procedure section 395 because Defendants' place of business were/are located in this judicial district during all relevant time periods. Venue is also proper because this Court has personal jurisdiction over Defendants.

FACTUAL ALLEGATIONS

15. On or around July 27, 2023, Plaintiff applied for the position of Cashier with Defendants. As part of its job application process, Defendants required Plaintiff to perform one (1) hour of work on a "trial" basis without any compensation. Faced with Hobson's choice, Plaintiff performed one hour of uncompensated work as part of his job application with Defendants on July 27, 2023. To-date, Plaintiff has not been compensated for his "trial" work.

16. Thereafter, Defendants hired Plaintiff as Cashier, a non-exempt position. Plaintiff's base rate of pay was \$15.50 per hour. Plaintiff served ice cream, decorated ice cream cakes, and reported to store manager, Jasmine Doe, who had hiring and firing authority.¹ Defendants' patrons also gave Plaintiff gratuities. But Defendants required Plaintiff to share his gratuities with Jasmine.

17. As a condition of employment, Defendants required Plaintiff to download WhatsApp on his personal cell phone. During the Employment Period, Defendants also required Plaintiff to communicate with each of them and Defendants' employees using WhatsApp. To-date, Defendants have not reimbursed Plaintiff for using his personal cell phone for work.

¹ Plaintiff is unaware of Jasmine's true and correct surname. Accordingly, Plaintiff refers to her as "Jasmine."

1 18. As an additional condition of employment, Plaintiff was required to wear a Baskin-
2 Robbins uniform during work hours. But Plaintiff also required to purchase the uniform from
3 Defendants. Accordingly, on August 9, 2023, Plaintiff paid Defendants vis-à-vis Jasmine \$40 for
4 his Baskin-Robbins uniform.

5 19. During the Employment Period, Defendants did not authorize or permit Plaintiff to
6 take timely uninterrupted duty-free rest periods after each four hours of work or major fraction
7 thereof. Specifically, Defendants scheduled its employees in such a way that Plaintiff was unable to
8 take timely uninterrupted duty-free rest periods. Worse, Defendants did not pay Plaintiff a rest
9 period wage for those workdays.

10 20. During the Employment Period, Defendants' patrons gave Plaintiff gratuities. But as
11 a condition of employment, Plaintiff was required to share those gratuities with his supervisor,
12 Jasmine. Upon information and belief, during the Employment Period, Jasmine had the authority to
13 terminate Plaintiff's employment with Defendants. Indeed, during the Employment Period,
14 Plaintiff was forced to share all of his gratuities with Jasmine.

15 21. On August 24, 2023, Ms. Doe alleged that Defendants' store's cash register was \$20
16 short. Jasmine required Plaintiff and Plaintiff's co-worker, Lexie Doe,² an aggrieved employee, to
17 collectively remit \$20 to Defendants to cover the alleged cash shortage. On September 7, 2023,
18 Defendants vis-à-vis Jasmine deducted \$10 from Plaintiff's wages to cover the alleged cash
19 shortage.

20 22. During the Employment Period, Defendants did not furnish Plaintiff with an
21 accurate or sufficiently itemized wage statement. Plaintiff was confused about how his wages were
22 calculated.

23 23. On August 29, 2023, Plaintiff was forced to resign because he was not being paid in
24 accordance with California's wage and hour laws. Specifically, Plaintiff notified Defendants that
25 he would quit his employment as of September 12, 2023. Plaintiff's last day of work was
26

27 ² Plaintiff is unaware of Lexie's true and correct surname. Accordingly, Plaintiff refers to her
28 as "Lexie."

1 September 10, 2023. However, to-date, Defendants did not pay Plaintiff all of his earned but
2 unpaid wages on September 10, 2023.

3 24. On September 13, 2023, Plaintiff served Defendants a written request for his payroll
4 records and personnel file via Certified Mail, Return Receipt Requested. The United States Postal
5 Service delivered the written request to Defendants on September 16, 2023. Pursuant to Labor
6 Code sections 226(c) and 1198.5(b), the last day for Defendants to produce Plaintiff's payroll
7 records and personnel file was October 3, 2023 and October 16, 2023, respectively. To-date,
8 Defendants have not furnished copies or permitted inspection of Plaintiff's payroll records and
9 personnel file.

10 **PAGA ALLEGATIONS**

11 25. From October 12, 2022 to the present ("PAGA Period"), PAGA was applicable to
12 Plaintiff's employment with Defendants. Upon information and belief, Defendants employed at
13 least 25 aggrieved employees during the PAGA Period.

14 26. Plaintiff is informed and believes that Defendants' aggrieved employees were
15 required to perform at least one hour of uncompensated "trial" work as part of their respective
16 employment applications during the PAGA Period. Plaintiff is further informed and believes that
17 Defendants have not paid any of the aggrieved employees for any "trial" work performed during
18 the PAGA Period.

19 27. Plaintiff is informed and believes that Defendants' aggrieved employees were
20 required to download WhatsApp on their respective personal cell phones during the PAGA Period.
21 Plaintiff is further informed and believes that Defendants have not reimbursed the aggrieved
22 employees for downloading WhatsApp on their respective personal phones or for using their
23 personal phones for work during the PAGA Period.

24 28. Plaintiff is informed and believes that Defendants' aggrieved employees were
25 required to purchase their uniforms from Defendants during the PAGA Period. Plaintiff is further
26 informed and believes that Defendants have not reimbursed the aggrieved employees for being
27 required to purchase their respective uniforms from Defendants.

1 29. Plaintiff is informed and believes that Defendants' aggrieved employees were not
2 authorized or permitted to take timely uninterrupted duty-free rest periods after each four hours of
3 work or major fraction thereof during the PAGA Period. Plaintiff is further informed and believes
4 that Defendants' aggrieved employees were not paid a rest period wage on those occasions during
5 the PAGA Period.

6 30. Plaintiff is informed and believes that Defendants' aggrieved employees were
7 forced to share their gratuities with their Defendants' employees who had hiring and/or firing
8 authority during the PAGA Period.

9 31. Plaintiff is informed and believes that Defendants' aggrieved employees' wages
10 were deducted to cover alleged cash register shortages or inventory shrinkage during the PAGA
11 Period.

12 32. Plaintiff is informed and believes that Defendants' aggrieved employees did not
13 receive wage statements during the PAGA Period. Plaintiff is further informed and believes that
14 Defendants' aggrieved employees were confused about how their respective wages were calculated
15 during the PAGA Period.

16 33. Plaintiff is informed and believes that Defendants did not pay the aggrieved
17 employees all of their earned but unpaid wages immediately upon termination and/or within 72-
18 hours of receipt of notice of resignation during the PAGA Period.

19 34. Plaintiff is informed and believes that the aggrieved employees requested their
20 respective payroll records and/or personnel files during the PAGA Period. Plaintiff is further
21 informed and believes that Defendants did not timely furnish or permit inspection and/or copying
22 of the aggrieved employees' respective payroll records and personnel files during the PAGA
23 Period.

24 **ADMINISTRATIVE EXHAUSTION**

25 35. On October 17, 2023, Plaintiff electronically notified the California Labor
26 Workforce Development Agency ("LWDA") of Defendants' Labor Code violations during the
27 PAGA Period.
28

36. On October 18, 2023, Plaintiff also served a copy of the October 17, 2023 letter to Defendants via Certified Mail, Return Receipt Requested.

37. The last day for LWDA to investigate Plaintiff's claims was December 21, 2023. To date, LWDA has not notified Plaintiff of its intent to investigate Plaintiff's claims, as alleged in the October 17, 2023 letter.

38. The last day for Defendants to cure or provide any notice of intent to cure the Labor Code violations alleged in Plaintiff's October 17, 2023 letter was November 20, 2023. To-date, however, Defendants have not cured nor provided any notice of intent to cure the Labor Code violations.

FIRST CAUSE OF ACTION

Violation of Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)

39. Plaintiff repeats and incorporates by reference all previous allegations and further alleges the following:

40. PAGA permits the California Labor Workforce Development Agency ("LWDA") to assess and collect civil penalties under PAGA for violating California's Labor Code. Alternatively, PAGA also permits an aggrieved employee like Plaintiff to recover civil penalties, in a civil action, on behalf of himself, the other aggrieved employees, and the State of California, pursuant to the procedures enumerated in Labor Code section 2699.3.

41. Under PAGA, a civil action that alleges a PAGA cause of action may be brought by an "aggrieved employee." An "aggrieved employee" is any person that was employed by the alleged violator against whom one or more of the alleged violations was committed.

42. Minimum Wage Violations. Defendants violated Labor Code sections 1182.12, 8 CCR 11050(4), and MW-2023 for requiring Plaintiff and the aggrieved employees to perform "trial" work without any compensation during the PAGA Period.

43. Rest Period Violations. Defendants violated Labor Code section 226.7, 1198, 1199, and 8 CCR 11050(12) for not authorizing and/or permitting Plaintiff and the aggrieved employees to take timely, 10-minute uninterrupted duty-free rest periods after each four hours of work or major fraction thereof during the PAGA Period. Defendants further violated Labor Code sections

226.7, 1198, 1199, and 8 CCR 11050(12) by not paying Plaintiff and the aggrieved employees a rest period wage during the PAGA Period.

44. Illegal Tip Pooling. Defendants violated Labor Code sections 350-356 by requiring Plaintiff and the aggrieved employees to share their respective gratuities with Defendants and/or Defendants' employees that had the authority to hire and/or terminate Plaintiff and the aggrieved employees during the PAGA Period.

45. Illegal Wage Deductions. On September 7, 2023, Defendants violated Labor Code section 224 by deducting Plaintiff's wages for an alleged cash shortage. Upon information and belief, Defendants deducted the aggrieved employees' wages for alleged cash shortages during the PAGA Period.

46. Failure to Pay Wages Due Upon Separation. Defendants violated Labor Code sections 201-203 because Defendants failed and/or refused to timely pay Plaintiff and the aggrieved employees all of their earned but unpaid wages upon termination and/or voluntary resignation during the PAGA Period.

47. Failure to Reimburse Necessary Business Expenses. Defendants violated Labor Code sections 2800-2802 because Defendants failed and/or refused to reimburse Plaintiff and the aggrieved employees for all necessary business expenses, including but not limited to necessary business expenses associated with uniforms and personal cell phone usage for work purposes, that Plaintiff and/or the aggrieved employees incurred on behalf of Defendants during the PAGA Period.

48. Willful Failure to Maintain Records. Defendants violated Labor Code section 1174 because Defendants willfully failed and/or refused to maintain accurate payroll records for Plaintiff and the aggrieved employees during the PAGA Period.

49. Failure to Produce Payroll Records. Defendants violated Labor Code section 226 by failing and/or refusing to timely produce Plaintiff's payroll records upon valid written request on September 13, 2023. Upon information and belief, Defendants failed and/or refused to timely produce the respective payroll records of the aggrieved employees during the PAGA Period.

50. Failure to Produce Personnel File. Defendants violated Labor Code section 1198.5 by failing and/or refusing to timely produce Plaintiff's personnel file upon valid written request on September 13, 2023. Upon information and belief, Defendants failed and/or refused to timely produce the respective personnel files of the aggrieved employees during the PAGA Period.

51. Wage Statement Violations. Defendants violated Labor Code section 226 by failing and/or refusing to furnish Plaintiff and the aggrieved employees with accurate and sufficiently itemized wage statements during the PAGA Period. During the PAGA Period, Plaintiff, and upon information and belief, the aggrieved employees were confused by Defendants' inaccurate and insufficiently itemized wage statements.

52. Defendants' myriad Labor Code violations make it liable to Plaintiff and the aggrieved employees for civil penalties under PAGA.

53. Plaintiff complied with PAGA's administrative exhaustion requirements. LWDA did not investigate Plaintiff's claims within the PAGA statutory period. Defendants failed to cure and provide notice within the PAGA statutory period.

54. Defendants are liable to Plaintiff and the aggrieved employees for civil penalties under PAGA for the Labor Code violations alleged in the Complaint.

55. Plaintiff seeks civil penalties in the amounts set forth in each statute allegedly violated in the Complaint, for all statutes that lack a specified penalty, and seeks default penalties under PAGA.

56. Plaintiff also seeks an award of reasonable attorney's fees and costs in connection with his claims for civil penalties under PAGA.

PRAYER FOR RELIEF

57. Plaintiff requests the following:

A. Civil penalties in an amount to be proven at trial;

B. Accrued interest at the maximum legal rate in an amount to be proven at trial;

C. Reasonable attorney's fees and costs;

D. All other remedies this Court deems just and proper.

JURY TRIAL

58. Plaintiff demands trial by jury for all claims so triable.

LAW OFFICE OF SHAFIEL A. KARIM, P.C.



Date: December 22, 2023

Shafiel A. Karim

Attorney for Plaintiff Jordan Hernandez, an individual, on behalf of himself and all others aggrieved employees and the State of California pursuant to the Private Attorney General Act of 2004