

Amy S. Ramsey (SBN 315981)
ADVANTAGE ADVOCATES, P.C.
21 Miller Alley, Suite 56
Pasadena, California 91103
(626) 310-0101 (Tel)
(626) 310-0103 (Fax)
aramsey@advantage-law.com

Attorney for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OLGA MARICELA RAMIREZ, as an
aggrieved employee and private attorney
general,

Plaintiff,

vs.

KL CAPITAL LLC (a California limited
liability company), SONNY TRAN (an
individual), and DOES 1 through 25,
inclusive,

Defendants.

Case No.: **24STCV13305**

REPRESENTATIVE ACTION
COMPLAINT

1. Violation of California Labor Code §
2699, et seq.

Plaintiff Olga Maricela Ramirez (hereinafter "Plaintiff") brings this action against KL Capital LLC, Sonny Tran, and/or Does 1 through 25, inclusive (collectively "Defendants"). Plaintiff brings this case as a representative action on behalf of herself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed, namely, all current and former non-exempt employees of Defendants in the state of California from March 5, 2023, through the date this matter is resolved (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections, 2698, et seq. Plaintiff is an Aggrieved Employee against

1 whom one or more of the alleged violations was committed. The civil penalties sought by
2 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be
3 established according to proof at trial.

4 **THE PARTIES**

5 1. Plaintiff is, and at all times mentioned in this complaint was, a resident of
6 Long Beach, California, which is in Los Angeles County.

7 2. Plaintiff is informed and believes and on that basis alleges that KL Capital
8 LLC is a limited liability company organized and existing under the laws of California with
9 its principal place of business in Garden Grove, which is in Orange County, California.

10 3. Defendants are, and were at all times mentioned in this complaint,
11 authorized to conduct business in Los Angeles County, California.

12 4. Plaintiff worked for Defendants at its location at 1957 E. 4th Street in Long
13 Beach, California, which is in Los Angeles County.

14 5. Defendants own and operate another Papa John's Pizza location in Redondo
15 Beach, California, which is also in Los Angeles County.

16 6. Plaintiff worked for Defendants from August 2018, until May 22, 2024.
17 During the time period relevant to this complaint, Plaintiff worked as an Assistant
18 Manager.

19 7. Defendants involuntarily terminated Plaintiff's employment. Upon
20 information and belief, this termination was in retaliation for Plaintiff's opposition to
21 Defendants' violations of the Labor Code.

22 8. Upon information and belief, KL Capital LLC and Mr. Tran have sold, or are
23 in the process of selling, the Long Beach store to another person or entity, and that this
24 person or entity participated in the retaliatory termination of Plaintiff's employment and
25 has successor liability for all Labor Code violations committed by KL Capital LLC and Mr.
26 Tran.

27 9. Plaintiff does not presently know the name of the person/entities who are
28 acquiring or have acquired the Long Beach location.

1 10. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are
2 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under
3 fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each
4 Defendant designated as a DOE is in some manner highly responsible for the occurrences
5 alleged herein, and that Plaintiff's injuries and damages, as alleged herein, were
6 proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the
7 court to amend this complaint to allege the true names and capacities of such DOE
8 defendants when ascertained.

9 11. Plaintiff is informed and believes, and thereon alleges, that each and every
10 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 Defendants, each acting as agents and/or employers, and/or under the direction and
12 control of, each of the other Defendants, and that said acts and failure to act were within
13 the course and scope of said agency, employment, and/or direction and control.

14 12. Plaintiff is informed and believes, and based thereon alleges, that each
15 Defendant acted in all respects pertinent to this action as the agent of the other
16 Defendants, that they carried out a joint scheme, business plan or policy in all respects
17 pertinent thereto, and that the acts of each Defendant are legally attributable to the other
18 Defendants.

19 13. As a direct and proximate cause of Defendants’ unlawful acts, the Aggrieved
20 Employees have suffered, and continue to suffer, from Labor Code violations by
21 Defendants.

22 14. All Defendants were responsible for the events and damages alleged herein,
23 including on the following bases: (a) Defendants committed the acts alleged; (b) at all
24 relevant times, one or more of the Defendants was the agent or employee, and/or acted
25 under the control or supervision of one or more of the remaining Defendants, and in
26 committing the acts alleged, acted within the course and scope of such agency and
27 employment and/or are otherwise liable for committing Labor Code violations against the
28 Aggrieved Employees; (c) at all relevant times, there existed a unity of ownership and

1 interest between or among two or more of the Defendants such that any individuality and
2 separateness between or among those defendants has ceased, and Defendants are the alter
3 egos of one another. Defendants exercised domination and control over one another to such
4 an extent that any individuality or separateness of Defendants does not, and at all times
5 herein mentioned did not, exist. Adherence to the fiction of the separate existence of
6 Defendants would permit abuse of the corporate privilege and would sanction fraud and
7 promote injustice. All actions of all Defendants were taken by employees, supervisors,
8 executives, officers, and directors during employment with all Defendants, were taken on
9 behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by all
10 other Defendants.

11 **JURISDICTION AND VENUE**

12 15. The Superior Court of the State of California has jurisdiction over this action
13 pursuant to California Constitution Article VI, section 10, which grants the Superior Court
14 “original jurisdiction in all cases except those given by statute to other trial courts.”

15 16. The Superior Court of the State of California has jurisdiction in this matter
16 because Plaintiff is a resident of the State of California. Moreover, upon information and
17 belief, at least one of the Defendants is a citizen of the state of California, the acts alleged
18 herein took place in California, and significant relief is being sought against Defendants,
19 whose violations of California law form the basis for Plaintiff's claims. Further, no federal
20 question is at issue because the claims are based solely on California law, and least one
21 Defendant regularly conducts business in the State of California, as well as its principal
22 place of business is located within California.

23 17. Venue is proper in this judicial district and Los Angeles County because
24 Plaintiff worked for Defendants in Los Angeles County, Defendants maintain offices and
25 facilities and transact business in Los Angeles County, and Defendants’ illegal acts, which
26 are the subject of this action, occurred in Los Angeles County. Thus, a substantial portion
27 of the transactions and occurrences related to this action occurred in this county. Cal. Civ.
28 Proc. Code § 395.

18. IWC Wage Order No. 5 applies to this matter because Aggrieved Employees worked for Defendants in the restaurant industry.

19. Labor Code section 558.1(a) provides that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

20. Labor Code section 558.1(b) explains that “For purposes of this section, the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer....”

21. Defendant Sonny Tran is the owner of KL Capital LLC, who can be found personally liable for violations of the Wage Order and of Labor Code sections 203, 226, and 226.7 as alleged herein.

GENERAL ALLEGATIONS

22. As an Assistant Manager for Defendants, Plaintiff oversaw order-taking, food preparation, and delivery drivers.

23. At no time during her employment did Defendants instruct Plaintiff on: (a) any type of a meal or rest break policy, including her and other employees' rights to take meal breaks and rest breaks; (b) how to implement any such policy to provide these breaks to other employees; or (c) how to assure coverage for herself or employees taking these breaks.

24. At no time during her employment with Defendants did they ever provide her with a 30-minute, duty-free meal period, before the end of her fifth hour of work. Plaintiff has never observed other Aggrieved Employees being provided with these meal periods.

25. To the extent that Defendants allow any type of a meal period, there is no record of this on Aggrieved Employees' time records.

26. At no time during her employment with Defendants did they ever authorize and permit her to take a 10-minute, duty-free rest period, for each four hours of work or

1 major fraction thereof. Plaintiff has never observed other Aggrieved Employees being
2 authorized or permitted to take these rest periods.

3 27. At no time during her or after Plaintiff's employment with Defendants did
4 they ever pay Plaintiff any premium pay because it failed to provide meal and rest periods.

5 28. Upon information and belief, Defendant has not paid any of the Aggrieved
6 Employees this premium pay.

7 29. This premium pay is due and owing and was not paid during Plaintiff's and
8 the Aggrieved Employees' employment with Defendants. This premium pay is also not
9 being paid to Aggrieved Employees upon termination.

10 30. The premium pay that Defendants owe to the Aggrieved Employees is not
11 reflected on their wage statements.

12 31. Plaintiff is subject to an arbitration agreement requiring arbitration of her
13 individual claims against Defendants. She is pursuing arbitration but will promptly seek to
14 amend this complaint to add her individual claims if Defendants agree, or if they fail to pay
15 their arbitration fees in a timely manner.

16 **Meal Periods**

17 32. Wage Order 5 and California Labor Code sections 226.7(b) and (c) and 512(a)
18 applied to Plaintiff's and the Aggrieved Employees' employment with Defendants.

19 33. IWC Wage Order 5, subdivision 11(A) and California Labor Code section
20 512(a) provide that an employer may not require, cause, or permit a non-exempt employee
21 to work for a work period of more than five (5) hours per day without providing the
22 employee with a meal period of not less than thirty (30) minutes, except that if the total
23 work period per day for the employee is no more than six (6) hours, the meal period may be
24 waived by mutual consent of both the employer and employee.

25 34. California Labor Code section 512(a) further provides that an employer may
26 not require, cause, or permit a non-exempt employee to work for a work period of more than
27 ten (10) hours per day without providing the employee with a second uninterrupted meal
28 period of not less than thirty (30) minutes, except if the total hours worked is no more than

1 twelve (12) hours, the second meal period may be waived by mutual consent of the
2 employer and the employee only if the first meal period was not waived.

3 35. Plaintiff and the Aggrieved Employees were scheduled to work for periods of
4 longer than six (6) hours and were required to work for longer than five (5) hours without
5 an uninterrupted meal period of not less than thirty (30) minutes, and did not waive those
6 meal periods.

7 36. Plaintiff and the Aggrieved Employees often worked for periods of longer
8 than ten (10) hours and were required to work for longer than ten (10) hours without an
9 uninterrupted second meal period of not less than thirty (30) minutes, and did waive those
10 meal periods.

11 37. Defendants intentionally and willfully required Plaintiff and the Aggrieved
12 Employees to miss their meal periods or take meal periods that were late, shortened, or
13 interrupted, and failed to pay Plaintiff and the Aggrieved Employees the required meal
14 premiums for the missed, late, and shortened meal periods.

15 38. California Labor Code section 226.7(b) provides that no employer shall
16 require an employee to work during any meal or rest period mandated by an applicable
17 order of the California IWC.

18 39. Pursuant to the applicable IWC Wage Order 5, subdivision 11(B), and
19 California Labor Code section 226.7(c), Defendant should have paid Plaintiff and the
20 Aggrieved Employees one additional hour of pay at Plaintiff's and the Aggrieved
21 Employees' regular rate of compensation for each workday that a meal period was not
22 provided and a premium was not paid.

23 40. Defendants intentionally and willfully required Plaintiff and the Aggrieved
24 Employees to miss their meal periods and take meal periods that were late, shortened, or
25 interrupted, and failed to pay Plaintiff and the Aggrieved Employees meal premiums for
26 these missed, late, and shortened meal periods.

27 41. Premium pay for meal periods is due and owing to the Aggrieved Employees.
28 Defendants have not timely paid this premium pay during employment or after

1 employment.

2 42. Defendants' conduct violates Wage Order 5, subdivisions 11(A) and (B) and
3 California Labor Code sections 226.7(b) and (c), 512(a), and 201-204.

4 **Rest Periods**

5 43. IWC Order 5, subdivisions 12(A) and (B) and California Labor Code sections
6 226.7(b) and (c) apply to Plaintiff's and the Aggrieved Employees' employment with
7 Defendants.

8 44. IWC Wage Order 5, subdivision 12(A), provides that "[e]very employer shall
9 authorize and permit all employees to take rest periods, which insofar as practicable shall
10 be in the middle of each work period" and that the "rest period time shall be based on the
11 total hours worked daily at the rate of ten (10) minutes rest time per four (4) hours or
12 major fraction thereof unless the total daily work time is less than three and one-half (3.5)
13 hours."

14 45. At all relevant times, California Labor Code section 226.7(b) provides that no
15 employer shall require a non-exempt employee to work during any meal or rest period
16 mandated by an applicable order of the California IWC.

17 46. During the relevant time period, Defendants required Plaintiff and the
18 Aggrieved Employees to work more than three and one-half (3.5) hours without
19 authorizing or permitting a ten (10) minute rest period for each four (4) hour work period.

20 47. During the relevant time period, Defendants willfully required Plaintiff and
21 the Aggrieved Employees to work during rest periods, failed to allow Plaintiff and the
22 Aggrieved Employees to take any rest period and/or failed to authorize and permit Plaintiff
23 and the Aggrieved Employees to take uninterrupted, duty-free rest breaks.

24 48. Pursuant to the applicable IWC Wage Order 5, subdivision 12(B) and
25 California Labor Code section 226.7(c), Defendant should have paid Plaintiff and the
26 Aggrieved Employees one additional hour of pay at Plaintiffs' and the Aggrieved
27 Employees' regular rate of compensation for each workday that a rest period was not
28 authorized and permitted and a premium was not paid.

49. Defendants intentionally and willfully required Plaintiff and the Aggrieved Employees to miss their rest periods or take rest periods that were late, shortened, or interrupted, and failed to pay Plaintiff and the Aggrieved Employees premium pay for these missed, late, and shortened rest periods.

50. Premium pay for rest periods is due and owing to the Aggrieved Employees. Defendants have not timely paid this premium pay during employment or after employment.

51. Defendants' conduct violates the applicable IWC Wage Order, subdivisions 12(A) and (B) and California Labor Code sections 226.7(b) and (c), and 201-204.

Wage Statements

52. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (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 (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.

53. Defendants failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements. The deficiencies include, but are not limited to, failing to include premium pay on the wage statements.

54. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

55. Plaintiff and the Aggrieved Employees were denied both their right to

1 receive, and their protected interest in receiving, accurate and itemized wage statements
2 pursuant to California Labor Code section 226(a).

3 56. Because Defendants' failure to provide accurate itemized wage statement
4 was knowing and intentional, Defendants are liable for civil penalties under Labor Code
5 section 226.3 or 2699(f).

6
7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA LABOR CODE § 2699, et seq.**

9 **(Against All Defendants)**

10 57. Plaintiff brings her only cause of action as a representative action on behalf
11 of herself and other Aggrieved Employees in the capacity as a private attorney general
12 pursuant to the Private Attorneys General Act of 2004, California Labor Code section
13 2398, et seq. ("PAGA").

14 58. PAGA specifically provides for a private right of action to recover civil
15 penalties for violations of the Labor Code as follows: "Notwithstanding any other provision
16 of law, any provision of this code that provides a civil penalty to be assessed and collected
17 by the Labor Workforce Development Agency or any of its departments, divisions,
18 commissions, boards, agencies, or employees, for a violation of this code, may, as an
19 alternative, be recovered through a civil action brought by an aggrieved employee on behalf
20 of himself or herself and other current or former employees pursuant to the procedures
21 specified in Section 2699.3." California Labor Code § 2699(a).

22 59. Plaintiff is employed by Defendants, and the Labor Code violations alleged
23 above were committed against her during the time of her employment. Plaintiff and the
24 other non-exempt employees of Defendants are therefore "aggrieved employees" as defined
25 by California Labor Code section 2699(c) in that they are all current or former employees
26 of Defendants, and one or more of the alleged violations were committed against them.

27 60. As set forth in detail above, during all times relevant to this Action,
28 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of

1 the California Labor Code by:

- 2 a. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
3 Employees in violation of Labor Code 512(a);
- 4 b. Failing to authorize and permit Plaintiff and the Aggrieved Employees to take
5 duty-free rest periods in violation of Labor Code §§ 226.7(b);
- 6 c. Failing to pay Plaintiff and the Aggrieved Employees premium pay for each
7 meal or rest period not provided, authorized, or permitted, in violation of Labor Code
8 § 226.7(c);
- 9 d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
10 during employment in violation of Labor Code § 204;
- 11 e. Failing to timely pay the Aggrieved Employees, who no longer work for
12 Defendants, final wages in violation of Labor Code §§ 201 and 202, and failure to
13 pay waiting time penalties under section 203;
- 14 f. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
15 accurate itemized wage statements in violation of Labor Code § 226(a);
- 16 g. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
17 Employees' work periods, meal periods, total daily hours, hours per pay period, total
18 wages and compensation, and applicable pay rates in violation of Labor Code §
19 1174(d) and the applicable IWC Wage Order;

20 61. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
21 individually and on behalf of the Aggrieved Employees and the State of California, requests
22 and is entitled to recover penalties against Defendants for the Labor Code violations
23 described above, including but not limited to penalties under California Code of
24 Regulations Title section 11040, and penalties under California Labor Code sections
25 2699(f), 558(a), 210, 226.3, 1174.5, and any and all additional penalties and sums as
26 provided by the California Labor Code and/or other statutes. The exact amount of
27 applicable penalties, in all, is in an amount to be shown according to proof at trial.

28 62. Plaintiff has exhausted her administrative remedies pursuant to Labor Code

1 section 2699.3. On March 5, 2024, Plaintiff's counsel submitted, via online filing with the
2 LWDA and certified mail to Defendants, notice of the specific provisions of the Labor Code
3 and IWC Wage Orders that Defendants have violated, including the facts and theories that
4 support those violations, and of Plaintiff's intent to bring a claim for civil penalties under
5 PAGA. Plaintiff also paid the filing fee required by Labor Code section 2699.3. As of the
6 filing of this Complaint, more than 65 days have elapsed since the filing of the notice, and
7 the LWDA has not indicated that it intends to investigate the violations discussed in the
8 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself
9 and other Aggrieved Employees pursuant to Labor Code section 2699.3.

10 63. Plaintiff was compelled to retain the services of counsel to file this Action to
11 protect her interests and those of the Aggrieved Employees, and to assess and collect the
12 civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
13 attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other
14 applicable statute.

15 **PRAYER FOR RELIEF**

16 64. WHEREFORE, Plaintiff, on behalf of all Aggrieved Employees, and as a
17 private attorney general, prays for relief and judgment against Defendants, jointly and
18 severally, as follows:

19 65. For the imposition of civil penalties pursuant to California Labor Code §§
20 2699(f), 558(a), 210, 226.3, 1174.5, and all other penalties allowed by the California
21 Labor Code and/or other applicable statutes;

22 66. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the
23 California Labor Code; and

24 67. For such other relief as the court deems just and proper.
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Dated: May 28, 2024

Respectfully submitted,
ADVANTAGE ADVOCATES, P.C.

By: 
Amy S. Ramsey
Attorney for Plaintiff