

James B. Hardin, Bar No. 205071
jhardin@hardinemploymentlaw.com
HARDIN LAW GROUP, APC
2901 W. Coast Highway, Suite 200
Newport Beach, CA 92663
Tel: (949) 337-4810
Fax: (949) 209-4853
Attorneys for Plaintiff
YAZMEN HAWTHORNE

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Superior Court of California
County of San Joaquin
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

YAZMEN HAWTHORNE,

Plaintiff,

vs.

LAS CASUELAS RESTAURANTS, INC., a
California corporation; and DOES 1-10, Inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0006868
Hon. Judge Bañuelos
Dept. 10B

FIRST AMENDED COMPLAINT FOR:

- (1) **SEXUAL HARASSMENT**
- (2) **GENDER DISCRIMINATION**
- (3) **FAILURE TO PREVENT
HARASSMENT AND
DISCRIMINATION**
- (4) **CONSTRUCTIVE DISCHARGE IN
VIOLATION OF PUBLIC POLICY**
- (5) **FAILURE TO PAY OVERTIME**
- (6) **FAILURE TO PAY MINIMUM
WAGES**
- (7) **FAILURE TO PROVIDE PROPER
MEAL PERIODS**
- (8) **FAILURE TO PROVIDE PROPER
REST PERIODS**
- (9) **FAILURE TO PROVIDE PROPER
WAGE STATEMENTS**
- (10) **FAILURE TO TIMELY PAY
WAGES UPON TERMINATION**
- (11) **VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF
2004**

JURY TRIAL DEMANDED

Complaint Filed: June 10, 2024
Trial Date: None set

1 Plaintiff Yazmen Hawthorne (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is a simple case in which: (i) Plaintiff, an employee of the restaurant located at 1580
4 W. Yosemite Ave., Manteca, CA 95337, owned and operated by defendant LAS CASUELAS
5 RESTAURANTS, INC. (hereinafter “LCR”), was sexually harassed her direct supervisor, a man named
6 Enrique Guajardo; (ii) Mr. Guajardo was known to have sexually harassed other female employees but
7 LCR ownership did nothing to address his illegal conduct; (iii) Mr. Guajardo retaliated against Plaintiff
8 for resisting his sexual harassment by cutting her shifts and unduly criticizing her work, ultimately
9 forcing her to resign her employment due to his unchecked harassment and retaliation on or about May
10 4, 2024.

11 2. In addition, LCR committed an array of wage and hour violations vis-à-vis Plaintiff and
12 other non-exempt employees, including: (i) using an illegal time rounding system that rounded employee
13 time entries to twelfths of an hour (i.e., 5 minute increments) instead of recording time down to the
14 minute as is feasible and readily achievable at LCF; (ii) not paying Plaintiff and many other similarly
15 situated non-exempt employees for actual time worked at applicable minimum wage, straight wage,
16 and/or overtime wage rates due to LCF’s time rounding practice; (iii) failing to provide compliant meal
17 periods for shifts over 5.0 hours and not paying premium wages for non-compliant meal periods; (iv)
18 failing to provide timely rest periods for certain shifts, failing to provide second rest periods for shifts
19 of 6.0 hours or more and not paying premium wages for non-compliant rest periods; (v) based on the
20 foregoing violations, willfully furnishing itemized wage statements to Plaintiff and many other similarly
21 situated employees that did not accurately state, among other things, gross wages earned, total hours
22 worked, deductions, net wages earned, hourly rates, the number of hours worked, and hourly rates as
23 applied to hours worked; and (vi) failing to pay all wages due upon termination to Plaintiff and other
24 similarly situated employees.

25 **GENERAL ALLEGATIONS**

26 3. Plaintiff YAZMEN HAWTHORNE is, and at all relevant times during her employment
27 with LCR was, an individual residing in the County of San Joaquin, California who was employed by
28 defendants in the County of San Joaquin, California.

4. Defendant LAS CASUELAS RESTAURANTS, INC. is, and at all relevant times was, a California corporation that conducts business in the County of San Joaquin, California. LAS CASUELAS RESTAURANTS, INC. owns and operates the restaurant located at 1580 W. Yosemite Ave., Manteca, CA 95337 (hereinafter “LCR”).

5. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

6. At all relevant times, each and every Defendant was acting as an agent and/or employee of each of the other Defendants and was acting within the course and/or scope of said agency and/or employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or omissions complained of herein were alleged and made known to, and ratified by, each of the other Defendants LCR and Doe Defendants are hereafter collectively referred to as “Defendants.”

FACTUAL ALLEGATIONS

7. Plaintiff is a 20-year-old woman who worked at LCR as a hostess and busser from approximately October 2023 until May 2024. Guajardo was the General Manager of LCR for many years, and he was Plaintiff's direct supervisor during her employment, and he regularly sexually harassed her with many: (i) unwelcome sexual comments – such as “you look so sexy in that shirt,” “why do you have to say it so sexy like that,” telling her “you make it so hot in here,” telling her she is “so beautiful,” asking her if she “has a boyfriend,” commenting on the bodies of other female customers and co-workers and making other similarly offensive statements; and (ii) unwelcome sexual conduct – e.g., leering at her body and her rear end during work. All of Guajardo's sexual comments and attention were unwelcome.

8. When Plaintiff would try to ignore Guajardo's sexual comments or conduct, he would regularly retaliate against her by then unduly criticizing her work, blaming her for things that were not her fault, and on a few occasions sending her home for the day several hours early. He told her multiple

1 times “if you don’t want to work here you can just leave.” He assigned her to the smallest sections
2 available.

3 9. As the General Manager of LCR, Guajardo was a managing agent of LCR. Moreover,
4 Plaintiff is informed and believes, and thereon alleges, that at Guajardo’ sexually harassed and
5 mistreated other employees at LCR, but nothing was done to stop his inveterate sexual harassment of
6 female employees and retaliation. Accordingly, others at LCR knew or should have known of
7 Guajardo’s harassment and discrimination against Plaintiff and others but did nothing to prevent it or
8 mitigate it.

9 10. LCR also committed an array of wage and hour violations vis-à-vis Plaintiff and other
10 non-exempt employees, including consistently failing to pay minimum wages and overtime wages due
11 to an illegal time rounding system, failing to provide compliant meal periods for shifts over 5.0 hours
12 and often failing to provide timely rest periods for certain shifts, while never paying premium wage
13 penalties for such violations. As a result of these clear violations, which can be proven by LCR’s
14 timekeeping records and pay records, LCR committed other wage and hour violations, including failing
15 to provide proper wage statements, failing to timely pay wages upon termination, and failing to pay
16 waiting time penalties.

17 11. Plaintiff presented an administrative claim to the Department of Fair Employment and
18 Housing (“DFEH”) and obtained a right to sue letter from the DFEH regarding all of the factual
19 allegations and legal claims asserted herein. The right to sue letter is attached as **Exhibit 1**.

20 12. Plaintiff is informed and believes, and thereon alleges that during all relevant times, LCR
21 regularly employed at least five (5) employees, bringing it within the provisions Government Code
22 section 12940 *et seq.* (the California Fair Employment and Housing Act or “FEHA”).

23 13. Plaintiff gave written notice by certified mail of Defendant’s violations of various
24 provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce
25 Development Agency (“LWDA”) and Defendant. Plaintiff’s notice is attached hereto as **Exhibit 2**. The
26 LWDA did not provide notice of its intention to investigate Defendants’ violations.

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1 CAUSES OF ACTIONS

2 FIRST CAUSE OF ACTION

3 **Sexual Harassment [Gov. Code § 12940 *et seq.*]**

4 **(By Plaintiff Against All Defendants)**

5 14. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
6 set forth in this cause of action.

7 15. At all relevant times, the FEHA has precluded sexual harassment, which includes both
8 quid pro quo harassment and hostile work environment harassment.

9 16. Defendants employed Plaintiff and are covered by the legal requirements of FEHA
10 during all relevant times.

11 17. As discussed herein, Plaintiff was sexually harassed by Guajardo. This harassment was
12 unwanted and done to Plaintiff because of her gender. The harassing conduct was severe and pervasive
13 and also constitutes quid pro quo harassment. A reasonable woman in Plaintiff's circumstances would
14 have considered the work environment to be hostile or abusive. Guajardo purported to condition, and
15 did in fact condition, job benefits and/or work shifts on Plaintiff accepting or acceding to his sexual
16 advances or conduct.

17 18. At the time of the harassment, Guajardo was a supervisor and/or agent of LCR. In
18 addition, Defendants knew or should have known of the harassing conduct and failed to take immediate
19 and appropriate action.

20 19. As a direct and proximate result of the harassing conduct of Defendants, Plaintiff suffered
21 substantial harm. Plaintiff suffered economic and non-economic damages and continues to suffer
22 humiliation, emotional distress, and mental pain and anguish.

23 20. The foregoing acts directed toward Plaintiff were carried out by managerial employees,
24 officers and directors, and were directed and ratified by Defendants, with a conscious disregard of
25 Plaintiff's rights and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression,
26 fraud or malice pursuant to California Civil Code section 3294, entitling Plaintiff to punitive damages
27 in an amount appropriate to punish and set an example of said Defendants.

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1 **SECOND CAUSE OF ACTION**

2 **Gender Discrimination [Gov. Code § 12940 *et seq.*]**

3 **(By Plaintiff Against LCR and Does 3-10)**

4 21. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
5 set forth in this cause of action.

6 22. At all relevant times, the FEHA has precluded gender discrimination, which includes,
7 among other things, harassing an employee because of her gender, failing to prevent discrimination,
8 harassment, or a hostile work environment, and/or failing to investigate discrimination, harassment or a
9 hostile work environment.

10 23. LCR employed Plaintiff and is covered by the legal requirements of FEHA during all
11 relevant times.

12 24. Plaintiff's gender was a substantial motivating reason for Defendants' decision to
13 sexually harass Plaintiff, unduly criticize her work, blame her for things that were not her fault, sending
14 her home for the day several hours early, and constructively discharge Plaintiff by creating and fostering
15 the foregoing intolerable conditions.

16 25. As a direct and proximate result of the discriminatory and illegal conduct of LCR,
17 Plaintiff suffered substantial harm. Plaintiff suffered economic and non-economic damages and
18 continues to suffer humiliation, emotional distress, and mental pain and anguish.

19 26. The foregoing acts directed toward Plaintiff were carried out by managerial employees,
20 officers and directors, and were directed and ratified by Defendants, with a conscious disregard of
21 Plaintiffs' rights and with the intent to vex, injury, and annoy Plaintiffs, such as to constitute oppression,
22 fraud or malice pursuant to California Civil Code section 3294, entitling Plaintiff to punitive damages
23 in an amount appropriate to punish and set an example of said Defendants.

24 **THIRD CAUSE OF ACTION**

25 **Failure To Prevent Harassment and Discrimination [Gov. Code § 12940 *et seq.*]**

26 **(By Plaintiff Against LCR and Does 3-10)**

27 27. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
28 set forth in this cause of action.

28. At all relevant times, the FEHA has prohibited an employer from failing all necessary steps to prevent harassment and/or discrimination.

29. LCR employed Plaintiff and is covered by the legal requirements of FEHA during all relevant times.

30. During Plaintiff's employment, LCR failed to prevent harassment and discrimination toward Plaintiff on the basis of her gender, in violation of the FEHA, including California Government Code section 12940(k). LCR failed to take all reasonable steps necessary to prevent harassment and discrimination, including failing to comply with DFEH laws and regulations, failed to offer adequate training and education, and failed to take adequate remedial action after becoming aware of the harassment and discrimination.

31. As a direct and proximate result of the discriminatory and illegal conduct of LCR, Plaintiff suffered substantial harm. Plaintiff suffered economic and non-economic damages and continues to suffer humiliation, emotional distress, and mental pain and anguish.

32. The foregoing acts directed toward Plaintiff were carried out by managerial employees, officers and directors, and were directed and ratified by Defendants, with a conscious disregard of Plaintiff's rights and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to California Civil Code section 3294, entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example of said Defendants.

FOURTH CAUSE OF ACTION

Constructive Discharge In Violation of Public Policy

(By Plaintiff Against All Defendants)

33. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

34. In California, it is well settled that a termination motivated by discriminatory and/or retaliatory intent violates California public policy. *See e.g., Rojo v. Kliger*, 52 Cal. 3d 65, 90, 801 P.2d 373, 389 (1990) (“Regardless of the precise scope of its application, article I, section 8 is declaratory of this state's fundamental public policy against sex discrimination, including sexual harassment, which, as noted, is merely one form of sex discrimination (see fn. 4, ante).The public policy against sex

1 discrimination and sexual harassment in employment, moreover, is plainly one that “inures to the benefit
2 of the public at large rather than to a particular employer or employee.”)

3 35. Plaintiff is informed and believes, and thereon alleges, that Defendants intentionally
4 created or knowingly permitted working conditions to exist that were so intolerable that a reasonable
5 person in Plaintiff’s position would have no alternative except to resign, and that Plaintiff did resign on
6 or about May 4, 2024 because of conditions that amounted to a constructive discharge.

7 36. In taking the actions as set forth above, Defendants wrongfully terminated Plaintiff’s
8 employment because of the discriminatory mistreatment of her.

9 37. As a direct and proximate result of Defendants’ conduct, Plaintiff suffered extreme
10 emotional distress. In addition, Plaintiff continues to suffer general, consequential, and special damages,
11 including but not limited to a substantial economic and non-economic damages and continue to suffer
12 humiliation, emotional distress, and mental pain and anguish.

13 38. The foregoing acts directed toward Plaintiff were carried out by managerial employees,
14 officers and directors, and were directed and ratified by Defendants, with a conscious disregard of
15 Plaintiff’s rights and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression,
16 fraud or malice pursuant to California Civil Code section 3294, entitle Plaintiff to punitive damages in
17 an amount appropriate to punish and set an example of said Defendant.

18 **FIFTH CAUSE OF ACTION**

19 **Failure to Pay Overtime Wages [Lab. Code §§ 510, 558, 1194**

20 **(By Plaintiff Against All Defendants)**

21 39. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
22 set forth in this cause of action.

23 40. Defendants have failed to maintain a policy that compensates Plaintiff and other non-
24 exempt employees for all hours worked, including overtime.

25 41. Defendants have required Plaintiff to work hours qualifying her for significant overtime
26 compensation but has not paid her overtime compensation. As a result, Plaintiff has been denied “the
27 unpaid balance of the full amount of this . . . overtime compensation” as required by Labor Code section
28 1194.

42. As a result of these violations and violations of the Labor Code sections 510, 558, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, Plaintiff and other non-exempt employees are entitled to wages, penalties, interest and attorney's fees.

SIXTH CAUSE OF ACTION

Failure to Pay Minimum and/or Straight Wages [Lab. Code §§ 204, 1182.12, 1194, 1194.2, 1197, 1197.1]

(By Plaintiff Against All Defendants)

43. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

44. Defendants regularly failed to pay Plaintiff earned minimum wages and straight time wages by, among other things, failing to pay them for work done during meal periods and before and after work shifts as required by Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and applicable wage orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

45. As a result of violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, 1199 and applicable wage orders for failure to pay minimum wage, Employer is liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2698 et seq.

SEVENTH CAUSE OF ACTION

Failure To Provide Proper Meal Periods [Lab. Code §§ 226.7, 512, 1194]

(By Plaintiff Against All Defendants)

46. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

47. For the relevant time period, Defendants were required to provide Plaintiff with meal periods that comply with the California Labor Code and applicable regulations and wage orders, including Labor Code sections 226.7 and 512.

48. Defendants regularly failed to provide, and in fact denied, Plaintiff with statutorily compliant meal periods. Among other things, Defendants: (i) failed to provide compliant meal periods for shifts longer than 5.0 hours and for which there were no proper or enforceable meal period waiver;

(ii) regularly designed and staffed shifts in a way that did not allow Plaintiff to timely take adequate off-duty meal periods mandated by law; (iii) discouraged the taking of proper meal breaks via a companywide, systematic policy; and (iv) failed to pay Plaintiff the premium compensation mandated by Labor Code section 226.7.

49. Plaintiff is informed and believes and thereon alleges that Defendants willfully failed to pay Plaintiff the proper meal period premium wages for all non-compliant or missed meal periods.

EIGHTH CAUSE OF ACTION

Failure To Provide Proper Rest Periods [Lab. Code §§ 226.7, 512, 1194]

(By Plaintiff Against All Defendants)

50. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

51. For the relevant time period, Defendants were required to provide Plaintiff with rest periods that comply with the Labor Code and applicable regulations and Wage Orders, including Labor Code section 226.7.

52. Defendants regularly failed to provide, and in fact denied, Plaintiff with statutorily compliant rest periods. Among other things, Defendants: (i) regularly designed and staffed shifts in a way that did not allow Plaintiff to timely take adequate off-duty rest periods mandated by law; (ii) failed to pay Plaintiff the premium compensation mandated by Labor Code section 226.7; and (iii) otherwise deterred and prevented employees from taking paid 10-minute rest breaks as mandated under California law. Plaintiff is informed and believes and thereon alleges that Defendants willfully failed to pay Plaintiff the proper rest period premium wages for all non-compliant or missed rest periods.

NINTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements [Labor Code §§ 226, 226.3]

(By Plaintiff Against All Defendants)

53. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

54. California Labor Code section 226(a) sets forth reporting requirements for Employers when they pay wages: “Every Defendants shall . . . at the time of each payment of wages, furnish each

1 of his or her employees . . . an accurate itemized statement in writing showing (1) gross wages earned,
2 (2) total hours worked by the employee . . . (5) net wages earned . . . , and (9) all applicable hourly rates
3 in effect during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee.” Cal. Lab. Code § 226(a). “An employee suffering injury as a result of a knowing and
5 intentional failure by an Defendants to comply with subdivision (a) shall be entitled to recover the greater
6 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
7 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
8 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
9 attorney’s fees.” Cal. Lab. Code § 226(e)(1). “An employee is deemed to suffer injury for purposes of
10 this subdivision if the Defendants fails to provide accurate and complete information as required by . . .
11 subdivision (a)”

12 55. During the relevant time period, Defendants have not furnished Plaintiff with timely
13 itemized wage statements accurately showing, among other things, gross wages earned, total hours
14 worked, net wages earned, and/or all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate of Plaintiff.

16 56. Defendants intentionally failed to furnish Plaintiff accurate wage statements upon each
17 payment of wages, in violation of California Labor Code section 226(a). Plaintiff was injured and
18 damaged by these failures because, among other things, these failures led her to believe she was not
19 entitled to overtime wages or paid premium pay wages for non-compliant meal periods and rest periods,
20 although she was so entitled.

21 57. Pursuant to Labor Code sections 204, 218.5, and 226, or other applicable law, Plaintiff is
22 entitled to recover her regular wages, as well as penalties, interest, injunctive relief, costs, and attorneys’
23 fees.

24 **TENTH CAUSE OF ACTION**

25 **Failure to Pay Wages Upon Termination [Labor Code §§ 201-203, 227.3, 1199]**

26 **(By Plaintiff Against All Defendants)**

27 58. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
28 set forth in this cause of action.

1 59. Labor Code section 201 provides “if an employer discharges an employee, the wages
2 earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202
3 provides “If an employee not having a written contract for a definite period quits his or her employment,
4 his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
5 has given 72 hours previous notice of his intention to quit, in which case the employee is entitled to his
6 wages at the time of quitting.” Labor Code section 208 requires that all final wages be paid to an
7 employee who is terminated at the place of discharge and to an employee who voluntarily resigns at the
8 place where the employee has been working.

9 60. Defendants have violated Labor Code sections 201 and 202 by willfully failing to timely
10 pay all compensation due and owing to Plaintiff at the time employment was terminated because of, as
11 noted herein, said unpaid overtime wages, regular wages, minimum wages, one-hour penalties for
12 missed, interrupted, or untimely meal periods and rest periods, and unreimbursed work-related expenses,
13 among others.

14 61. Labor Code sections 201 and 227.3 requires an employer who discharges an employee
15 to pay all compensation due and owing to that employee immediately upon discharge. Labor Code
16 section 202 requires an employer to pay all compensation due and owing to an employee who quits
17 within 72 hours of that employee quitting, unless the employee provides at least 72 hours’ notice of
18 quitting, in which case all compensation is due at the end of the employee’s final day of work. Labor
19 Code section 203 provides that if an employer willfully fails to pay compensation promptly upon
20 discharge, as required by sections 201 or 202, then the employer is liable for waiting time penalties in
21 the form of continued compensation of up to 30 workdays.

22 62. Defendants willfully failed to pay Plaintiff all compensation due upon termination of
23 employment as required under Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of
24 the Labor Code, Plaintiff is now entitled to recover up to thirty (30) days of wages due to Defendants’
25 willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation Of The Private Attorneys General Act [Lab. Code § 2698 et seq.]**

3 **(By Plaintiff Against All Defendants)**

4 63. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully
5 set forth in this cause of action.

6 64. Plaintiff is an “Aggrieved Employee” under PAGA, as she was employed by Defendants
7 during the applicable statutory period and suffered one or more of the Labor Code violations set forth
8 herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former
9 Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

10 65. Plaintiff seeks to recover the PAGA civil penalties through a representative action
11 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009).
12 Therefore, class certification of the PAGA claims is not required.

13 66. Plaintiff seeks civil penalties pursuant to PAGA for Defendants’ unlawful wage and hour
14 practices, including but not limited to, as stated herein: (i) failing to pay overtime; (ii) failing to pay
15 minimum wages and straight wages; (iii) failing to provide uninterrupted off-duty meal periods and/or
16 required penalties; (iv) failing to provide uninterrupted off-duty rest periods and/or required penalties;
17 (v) failing to pay and/or reimburse employees for costs incurred for business-related functions; (vi)
18 failing to maintain adequate records; (vii) failing to furnish accurate wage statements; and (viii) failing
19 to timely pay all wages due upon termination.

20 67. Plaintiff seeks PAGA penalties as forth and allowed under Labor Code section 2699(f)
21 and/or other applicable sections.

22 68. Labor Code violations alleged in this PAGA action include the following:

- 23 a. California Labor Code sections 226(a) and 226.3 (non-compliant wage statements);
24 b. California Labor Code section 1198 (standard conditions of labor);
25 c. California Labor Code section 510 (failure to pay overtime/double-time);
26 d. California Labor Code sections 201, 202 and 203 (wages not timely paid upon
27 termination);
28 e. California Labor Code sections 226.7 (unpaid rest break premiums);

- 1 f. California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums);
2 g. California Labor Code sections 204, 210 (payment of wages);
3 h. California Labor Code sections 1174, Industrial Wage Orders (failure to maintain
4 records);
5 i. California Labor Code section 558 (failure to comply with requirements regulating
6 hours and days of work);
7 j. California Labor Code sections 1194, 1194.2, 1197 and 1197.1 (unpaid minimum
8 wages).

9 69. Accordingly, Plaintiff respectfully requests that the Court award judgment and relief in
10 their favor as described herein.

11 70. Pursuant to section 2699(g) of the Labor Code, or other applicable law, Plaintiff is
12 entitled to recover statutory penalties, interest, injunctive relief, costs, and attorneys' fees.

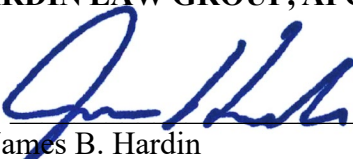
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for relief and judgment as follows:

- 15 1. General and compensatory damages;
16 2. Wages, civil penalties, and applicable statutory penalties;
17 3. Pre-judgment and post-judgment interest;
18 4. Attorneys' fees and costs reasonably incurred;
19 5. Punitive and/or exemplary damage;
20 6. Equitable relief in the nature of declaratory relief, injunctive relief and/or restitution as
21 applicable;
22 7. Reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)
23 and other applicable law;
24 8. Such other relief that the Court deems proper.

25 Dated: September 17, 2024

HARDIN LAW GROUP, APC

26
27 By:  _____

James B. Hardin

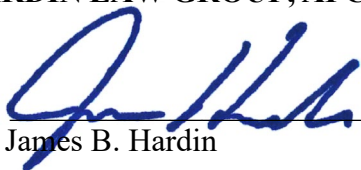
28 Attorney for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

3
4 Dated: September 17, 2024

HARDIN LAW GROUP, APC

5
6 By:  _____

James B. Hardin

7 Attorney for Plaintiff

EXHIBIT 1



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-888-519-5917 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 10, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202406-25034110

Right to Sue: Hawthorne / Las Casuelas Restaurants, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

Yazmen Hawthorne

CRD No. 202406-25034110

Complainant,

vs.

Las Casuelas Restaurants, Inc.
4120 Dale Rd. J-2
Modesto, CA 95356

Enrique Guajardo
4120 Dale Rd. J-2
Modesto, CA 95356

Respondents

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

2. Complainant is naming **Enrique Guajardo** individual as Co-Respondent(s).

3. Complainant **Yazmen Hawthorne**, resides in the City of , State of .

4. Complainant alleges that on or about **May 4, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment-hostile environment.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment-hostile environment and as a result of the discrimination was forced to quit, reprimanded, asked impermissible non-job-related questions, denied work opportunities or assignments.

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment and as a result was forced to quit, asked impermissible non-
3 job-related questions, denied work opportunities or assignments.

4 **Additional Complaint Details:** Claimant Yazmen Hawthorne ("Claimant") is a 20-year-old
5 woman who worked at Las Casuelas Restaurants, Inc. ("LCR" or "Employer") as a hostess
6 and busser from approximately October 2023 until she was constructively discharged in May
7 2024. Enrique Guajardo was the General Manager of LCR for many years, and he was
8 Claimant's direct supervisor during her employment, and he regularly sexually harassed her
9 with many: (i) unwelcome sexual comments – such as "you look so sexy in that shirt," "why
do you have to say it so sexy like that," telling her "you make it so hot in here," telling her
she is "so beautiful," asking her if she "has a boyfriend," commenting on the bodies of other
female customers and co-workers and making other similarly offensive statements; and (ii)
unwelcome sexual conduct – e.g., leering at her body and her rear end during work. All of
Guajardo's sexual comments and attention were unwelcome.

10 When Claimant would try to ignore Guajardo's sexual comments or conduct, he would
11 regularly retaliate against her by then unduly criticizing her work, blaming her for things that
12 were not her fault, and on a few occasions sending her home for the day several hours
early. He told her multiple times "if you don't want to work here you can just leave." He
assigned her to the smallest sections available.

13 As the General Manager of Employer CR, Guajardo was a managing agent of LCR.
14 Moreover, Plaintiff is informed and believes, and thereon alleges, that at Guajardo' sexually
15 harassed and mistreated other employees at LCR but nothing was done to stop his
16 inveterate sexual harassment of female employees and retaliation. Accordingly, others at
LCR knew or should have known of Guajardo's harassment and discrimination against
Plaintiff and others but did nothing to prevent it or mitigate it.

17 In or about May 2024, after being repeatedly subjected to Mr. Guajardo's sexual
18 harassment and retaliation without any recourse, Claimant was forced to resign her
19 employment on or about May 4, 2024. In her written resignation, Claimant specifically stated
as follows: "I, Yazmen Hawthorne am resigning my position at Las Caseulas because of
sexual harassment by Enrique Guajardo as well as retaliation. Date resigned May 4, 2024."

20 Accordingly, Employer and/or its supervisors engaged in, among other things: (1) sexual
21 harassment; (2) retaliation; and (3) failure to prevent sexual harassment and retaliation.

1 VERIFICATION

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

5 On June 10, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Newport Beach, CA**
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EXHIBIT 2

May 31, 2024

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Online Submission)

LAS CASUELAS RESTAURANTS, INC.
Attn: Legal Department
4120 Dale Road, J-2
Modesto, CA 95356

Claudia Ramirez, Owner
LAS CASUELAS RESTAURANTS, INC.
ATTN: Orlando A Amador, Jr.
903 Kansas Ave., Ste. T
Modesto, CA 95351

Re: PAGA Notice Pursuant to California Labor Code § 2699: Yazmen Hawthorne v. Employer(s) (Las Casuelas Restaurants, Inc. and owner Claudia Ramirez)

Dear Sir and Madam:

Please be advised that Yazmen Hawthorne (“Plaintiff”) has retained Hardin Law Group, APC to represent her and other aggrieved employees for wage and hour claims against their current and/or former employer Las Casuelas Restaurants, Inc., owner Claudia Ramirez, and/or any other responsible entities or affiliates (collectively “Employer”). This notice is being provided via certified mail to the Employer at their principal place of business and agent for service of process (if any) and is being filed with the California Labor and Workforce Development Agency (“LWDA”) via the LWDA’s electronic filing system under Section 2699.3(b) of the Labor Code.

The Employer

Employer owns and operates a chain of restaurants located in central California, with its locations in Manteca, Modesto, Ripon, and Turlock (“Locations”). Employer hired various non-exempt, hourly employees (“Aggrieved Employees”) to perform services at the Locations who were subjected to the violations alleged herein. Plaintiff is informed and believes that Employer has generally employed more than twenty-five (25) employees working within California.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698-2699.5, *et seq.* Plaintiff respectfully requests that your agency investigate the claims alleged against it herein. This letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 (“PAGA”). Cal. Lab. Code § 2699.3.

Factual Background – Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was an aggrieved employee, as defined in Labor Code section 2699(c) as: “any person who was employed by the alleged violator and against whom one or more violations was committed.” Plaintiff seeks recovery for the Labor Code and Wage Order violations set forth herein on behalf of herself and other current and former employees, including but not limited to all similarly situated employees in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and Wage Order violations as Plaintiff.

First, Plaintiff and Aggrieved Employees were not “provided” the requisite 10-minute rest periods because Employer did not schedule nor offer certain required 10-minute rest periods, in particular not providing a second rest period for shifts exceeding 6 hours; and Employer never paid the requisite one-hour wage penalty for such non-compliant rest periods.

Second, Plaintiff and Aggrieved Employees were not consistently “provided” meal periods because Employer rarely “provided” the requisite 30-minute meal periods for shifts greater than 5 hours; and Employer never paid the requisite one-hour wage penalty for such non-compliant meal periods.

Third, Plaintiff and Aggrieved Employees are owed minimum wages, regular wages, and overtime wages for not being paid for “all time worked” due to Employer’s improper time rounding practices. Employer’s timekeeping system apparently rounds time to five (5) minute increments rather than accurately recording employee time down to the minute.

Fourth, Employer violated section Labor Code section 226(a) by furnishing itemized wage statements that did not accurately state, among other things, gross wages earned, total hours worked, deductions, net wages earned, hourly rates, the number of hours worked, and hourly rates as applied to hours worked.

Fifth, given Employer’s wage and hour violations noted herein, Employer failed to pay all wages due to Plaintiff and Aggrieved Employees upon termination.

Thus, at all relevant times, Employer regularly fails to pay and/or provide Plaintiff and all other similarly situated non-exempt hourly employees: (1) compliant off-duty rest periods and/or required premium wages; (2) compliant off-duty meal periods and/or required premium wages; (3) earned minimum wages, regular wages, and/or overtime wages due to Employer’s improper

time rounding practices and timekeeping practices regarding meal periods; (4) proper and/or accurate wage statements; (5) all wages due upon termination; (6) the required “waiting time” penalties; and (7) adequate recordkeeping as required by Labor Code.

Labor Code Violations

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Labor Code section 226.7 and Wage Orders require every California employer to authorize and permit all non-exempt employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours, or a major fraction thereon. Under subdivision (a), an employer shall not require an employee to work during rest periods mandated by state law. Subdivision (c) provides that “[i]f an employer fails to provide an employee a rest period in compliance with an applicable statute, wage order, etc. . . the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the rest . . . period is not provided.”

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and Aggrieved Employees with off-duty rest periods as required by California law; (2) provide Plaintiff and Aggrieved Employees with a reasonable opportunity to take compliant rest periods at the appropriate times; and (3) failed to pay Plaintiff and Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late rest period. Among other things, Plaintiff and Aggrieved Employees were regularly not provided compliant rest periods or required to take untimely, interrupted, or non-duty-free rest periods without receiving an additional hour of pay at their regular rate of for each such rest period.

As a result of Employer’s violations of Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Labor Code section 512 and Wage Orders require every California employer to provide all non-exempt employees a duty-free meal period of not less than 30 minutes, for a work period of more than five (5) hours, “except that if the total work period per day is not more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours work is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Under subdivision (a) of Labor Code section 226.7, an employer shall not require an employee to work during meal periods mandated by state law. Subdivision (c) provides that “[i]f an employer fails to provide an employee a meal . . . period in compliance with an applicable statute, wage order, etc. . . the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the meal . . . period is not provided.”

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and Aggrieved Employees with off-duty meal periods as required by California law; (2) provide Plaintiff and Aggrieved Employees with a reasonable opportunity to take compliant meal periods at the appropriate times; and (3) failed to pay Plaintiff and Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late meal period. Among other things, Plaintiff and Aggrieved Employees were regularly not provided compliant meal periods or required to take untimely, interrupted, or non-duty-free meal periods without receiving an additional hour of pay at their regular rate of for each such meal period.

As a result of Employer's violations of Labor Code sections 226.7, 226.7(b), 512, and 1198, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Pay Minimum Wages, Regular Wages, and Overtime Wages Due to Illegal Time Rounding and Timekeeping System

California law holds that time rounding policies similar to that used by Employer are improper because "if an employer . . . can capture and has captured the exact amount of time an employee has worked during a shift," then "the employer must pay the employee for all time worked." *Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022) ("We are not persuaded that these authorities authorize time rounding that results in the failure to pay an employee for all time worked. Wage Order No. 7 provides that compensation may be "measured by time, piece, commission, or otherwise."").

As a result of Employer's time rounding policies, Employer has failed to compensate Plaintiff and Aggrieved Employees for hours worked, including overtime, work after eight (8) hours in a workday, forty (40) hours in a workweek and/or on the seventh consecutive day of work. As a result, Employer does not pay Plaintiff or Aggrieved Employees for the overtime worked on a daily basis, weekly basis, and/or due to untimely, interrupted, or non-duty-free meal periods or rest periods.

As a result of violations of the Labor Code sections 510, 1194, and applicable Wage Orders for failure to pay overtime, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2699 *et seq.*

Similarly, as a result of Employer's time rounding policies, Employer has also failed to compensate Plaintiff and Aggrieved Employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code sections 1182.12, 1194, 1197, 1197.1, and applicable Wage Orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. As a result, Employer does not pay Plaintiff or Aggrieved Employees for the minimum wages worked on a daily basis, weekly basis, and/or due to untimely, interrupted, or non-duty-free meal periods or rest periods.

As a result of violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198 and applicable Wage Orders for failure to pay minimum wage, Employer is liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699 *et seq.*

Unlawful Failure to Furnish Accurate Wage Statements

Labor Code section 226 requires an employer to provide employees with accurate itemized wage statements showing (1) gross wages earned, (2) total hours worked by a non-exempt employee, (3) piece rates, if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is being paid, (7) the name of the employee and his or her social security number or identification number, (8) the name and address of the legal entity that is the employer, and (9) all hourly rates in effect and the corresponding number of hours worked. In addition, any payment made in cash must be accompanied by an itemized wage statement that meets the conditions set forth above. Wage Order 5, section 7(B) requires an employer to provide the same information.

Labor Code 226.3 provides that “any employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two-hundred and 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, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records in subdivision (a) of section 226. The penalties provided for in this section are in addition to any other penalty provided by law.”

Employer has violated Labor Code section 226(a) by willfully failing to furnish Plaintiff and Aggrieved Employees with any itemized statements on many pay periods, and on other pay periods the itemized wage statements provided did not accurately state, among other things, gross wages earned, total hours worked, deductions, net wages earned, hourly rates and number of hours worked, and the legal entity that is the employer. As a result of violations of Labor Code section 226(a), Employers are liable for civil penalties pursuant to Labor Code sections 226.3 and 2698 *et seq.*

Unlawful Failure to Timely Pay Wages Owed Including those Due Upon Termination

Labor Code section 201 provides “if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.” Labor Code section 208 requires that all final wages be paid to an employee who is terminated at the place of discharge and to an employee who voluntarily resigns at the place where the employee has been working.

Employer has violated Labor Code sections 201 and 202 by willfully failing to timely pay all compensation due and owing to Plaintiff and all former Aggrieved Employees at the time

employment was terminated because of, as noted herein, said unpaid vacation/PTO wages, one-hour penalties for missed, interrupted, or untimely meal periods and rest periods, and unreimbursed work-related expenses, among others. Labor Code sections 201 and 227.3 require an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. Labor Code section 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72-hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 workdays.

Pursuant to Labor Code section 1199, "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission."

Employer willfully failed to pay Aggrieved Employees no longer employed by it all compensation due upon termination of employment as required under Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days of wages due to Employer's willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. In addition, because Employer violated Labor Code sections 201, 202, and 203, Employer is liable for civil penalties pursuant to Labor Code section 2699 *et seq.*

Unlawful Violation of Labor Code Section 1199

Under Labor Code sections 1199(a) and (c) and 2699.5 *et seq.*, an employer who "requires or causes an employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of" the Labor Code regarding employees' wages, hours, and working conditions is subject to PAGA penalties. Employers have violated the Labor Code in various ways set forth herein.

Unlawful Failure to Maintain Adequate Records

Labor Code section 1174 states, in pertinent part, that "[e]very person employee labor in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . . employees employed at the respective . . . establishments. These records shall be kept . . .

in a file for not less than three years. . . Likewise, Wage Order 5, section 7 requires that “(A) [e]very employer shall keep accurate information with respect to each employee including the following: (1) the full name, home address, occupation and social security number (2) Birth date . . . (3) Time records showing when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable rates of pay. This information shall be made readily available to the employee upon reasonable request” In addition, Labor Code section 353 also requires employers to keep accurate records of all gratuities or tips they receive, directly or indirectly, which may not be collected by “managers” or owners under Labor Code section 351. Labor Code section 1174.5 provides that “any person employing labor who willfully fails to maintain the records required under subdivision (c) of section 1174 or accurate or complete records required by subdivision (d) of section 1174 . . . shall be subject to a civil penalty of five hundred dollars (\$500). Subdivision (d) of section 1174.5 states that “[a]ny person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records required by section 1174.

For the reasons and bases noted here, Employer has, among other things, willfully failed to maintain adequate records regarding Plaintiff and Aggrieved Employees.

Conclusion

Based on the above, Employer is in violation of California Labor Code section 2699.5 including but limited to the following¹:

1. California Labor Code § 226.7 (unpaid rest break premiums);
2. California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums);
3. California Labor Code § 510 (failure to pay overtime/doubletime);

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each of the following that are applicable, as is set forth in Labor Code Section 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

4. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (failure to pay minimum wages);
5. California Labor Code §§ 226(a) and 226.3 (non-compliant wage statements);
6. California Labor Code §§ 201, 202 and 203 (wages not timely paid upon termination);
7. California Labor Code § 203 (failure to pay waiting time penalties);
8. California Labor Code §§ 204 and 210 (payment of wages);
9. California Labor Code § 1198 (standard conditions of labor);
10. California Labor Code § 1174, Industrial Wage Orders (failure to maintain records);
11. California Labor Code § 558 (failure to comply with requirements regulating hours and days of work);

Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provision. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that she may include in their lawsuit the violations discussed in this letter.

Very truly yours,

HARDIN LAW GROUP, APC
A Professional Corporation


James B. Hardin

JBH/br

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2901 W. Coast Highway, Suite 200, Newport Beach, CA 92663.

On November 25, 2024, I served the foregoing document described as **PLAINTIFF'S FIRST AMENDED COMPLAINT** on the following person(s) in the manner indicated:

SEE ATTACHED SERVICE LIST

☐ (BY MAIL) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY OVERNIGHT FEDERAL EXPRESS) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by Federal Express that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by Federal Express with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by Federal Express at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY HAND DELIVERY) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for hand delivery by courier. I caused such document to be delivered by hand to the addressee(s) designated.

☒ (BY ELECTRONIC TRANSMISSION) I served electronically from the electronic notification address of brice@hardinemploymentlaw.com the document described above and a copy of this declaration to the person and at the electronic notification address set forth herein. The electronic transmission was reported as complete and without error.

☐ (BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via USA Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on November 25, 2024, at Newport Beach, California.


Briana Rice

SERVICE LIST

Stacy L. Henderson
Raquel A. Hatfield
HENDERSON HATFIELD A Professional
Corporation
1101 15th Street
Modesto, CA 95354
Tel: (209) 599-5003
Fax: (209) 599-5008
Email: stacy@hendersonhatfield.com
raquel@hendersonhatfield.com

Attorneys for Defendant, LAS CASUELAS
RESTAURANTS, INC.