

Thiago M. Coelho, SBN 324715
thiago.coelho@wilshirelawfirm.com
Lauren Lendzion, SBN 239184
lauren.lendzion@wilshirelawfirm.com
Jesenia A. Martinez, SBN 316969
jesenia.martinez@wilshirelawfirm.com
Patrick O'Connor, SBN 321978
patrick.oconnor@wilshirelawfirm.com
Jesse S. Chen, SBN 336294
jesse.chen@wilshirelawfirm.com
N. Nima Shamtoub, SBN 343853
nima.shamtoub@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

LOUISE JIMENEZ, individually, and on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

BAKER'S BURGERS, INC., a CALIFORNIA
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2406887

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

**Judge: Hon. Harold W. Hopp
Dept: 1**

**Complaint filed: November 27, 2024
Trial Date: Not Yet Set**

1 Plaintiff Louise Jimenez (“Plaintiff”), individually and on behalf of all others similarly
2 situated, and on behalf of the State of California and other aggrieved persons, on information and
3 belief, alleges as follows:

4 **I. INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Baker’s Burgers, Inc. and DOES 1 through 10
6 (collectively, “Defendants”) for California Labor Code violations and unfair business practices
7 stemming from Defendants’ failure to pay for all hours worked, failure to authorize and permit rest
8 periods, failure to furnish accurate wage statements, and failure to indemnify employees for
9 expenditures.

10 2. Plaintiff brings the First through Fifth Causes of Action individually and as a class
11 action on behalf of Plaintiff and certain current and former employees of Defendants (collectively,
12 the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff
13 and all other persons who have been employed by any Defendant in California as an hourly-paid
14 or non-exempt employee during the statute of limitations period applicable to the claims pleaded
15 here.

16 3. Plaintiff brings the Sixth Cause of Action individually and on behalf of the
17 Aggrieved Employees, meaning all persons who worked for Defendants in California as hourly
18 paid or non-exempt employees during the statute of limitations period applicable to the claim
19 pleaded herein.

20 4. Defendants own and operate a business within the State of California, including
21 Riverside County. As such and based upon all the facts and circumstances incident to Defendants’
22 business in California, Defendants are subject to the California Labor Code, Wage Orders issued
23 by the Industrial Welfare Commission (IWC), and the California Business and Professions Code.

24 5. Despite these requirements, throughout the statutory period, Defendants have, at
25 times:

26 (a) Failed to pay employees for all hours worked in compliance with the
27 California Labor Code and IWC Wage Orders;

(b) Failed to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;

(c) Failed to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(d) Failed to indemnify employees for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of respondeat superior.

II. THE PARTIES

A. Plaintiff

8. Plaintiff is a resident of Rialto, California. She worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately January 2022, to approximately April 15, 2024.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Riverside County; and,

(b) The former employers of Plaintiff, and the current and/or former employers of the Class and Aggrieved Employees because Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff, the Class, and the Aggrieved Employees, thereby creating a common law employment relationship.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as DOES 1 through 10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the Class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or

1 should have known about, and authorized, ratified, adopted, approved, controlled, aided, and
2 abetted the conduct of all other Defendants.

3 **III. JURISDICTION AND VENUE**

4 14. This Court has subject matter jurisdiction over this action pursuant to California
5 Code of Civil Procedure section 410.10.

6 15. The Court has personal jurisdiction over Defendants because the claims asserted by
7 Plaintiff, individually and on behalf of Class Members and the Aggrieved Employees, arise out of
8 Defendants' business activities conducted in the State of California.

9 16. At all times mentioned herein, Defendants, inclusive, and each of them, were
10 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff,
11 the Class, and the Aggrieved Employees in the State of California.

12 17. Venue is appropriate in Riverside County, California because many of the acts and
13 omissions that give rise to the claims for relief alleged in this action took place in Riverside County.

14 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 18. Plaintiff worked for Defendants in Riverside County, California as an hourly-paid,
16 non-exempt employee from approximately January 2022, to approximately April 15, 2024. During
17 Plaintiff's employment with Defendants, Defendants paid Plaintiff an hourly wage and classified
18 Plaintiff as non-exempt from overtime.

19 19. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
20 all hours worked, failed to authorize and permit Plaintiff to take rest periods, failed to furnish
21 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.

22 20. Throughout the statutory period, Defendants have, at times, wrongfully failed to
23 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant
24 rest periods. Defendants required Plaintiff, the Class, and the Aggrieved Employees to work in
25 excess of four consecutive hours a day without Defendants authorizing and permitting them to take
26 a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction
27 of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest
28 periods that were not authorized or permitted. Instead, Defendants continued to assert control over

1 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
2 to perform work tasks which could not be completed without working in lieu of taking mandatory
3 rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
4 rest period. Accordingly, Defendants failed to authorize and permit Plaintiff, the Class, and the
5 Aggrieved Employees to take rest periods in compliance with California law.

6 21. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff, the
7 Class, and the Aggrieved Employees with accurate, itemized wage statements showing all
8 applicable hourly rates, and all gross and net wages earned (including correct hours worked and
9 correct wages for rest periods that were not authorized and permitted to take in accordance with
10 California law). As a result of these violations of California Labor Code section 226, subdivision
11 (a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other
12 things:

13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum wage, straight time wages, and rest period premium wages, even though they were
15 entitled;

16 (b) the violations led them to believe that they had been paid the minimum wage,
17 straight time wages, and rest period premium wages, even though they had not been;

18 (c) the violations led them to believe they were not entitled to be paid minimum
19 wage, straight time wages, and rest period premium wages at the correct California rate even
20 though they were entitled;

21 (d) the violations led them to believe they had been paid minimum wage,
22 straight time wages, and rest period premium wages at the correct California rate even though they
23 had not been;

24 (e) the violations hindered them from determining the amounts of minimum
25 wage, straight time wages, and rest period premium wages owed to them;

26 (f) in connection with their employment before and during this action, and in
27 connection with prosecuting this action, the violations caused them to have to perform
28

1 mathematical computations to determine the amounts of wages owed to them, computations they
2 would not have to make if the wage statements contained the required accurate information;

3 (g) by understating the wages truly due to them, the violations caused them to
4 lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment,
5 and other governmental benefits;

6 (h) the wage statements inaccurately understated the wages, hours, and wage
7 rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the
8 Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they
9 were entitled.

10 22. Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts
11 provided for in California Labor Code section 226, subdivision (e).

12 23. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
13 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
14 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees paid out-of-pocket for
15 necessary employment-related expenses.

16 24. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
17 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
18 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

19 **V. CLASS ACTION ALLEGATIONS**

20 25. Plaintiff brings certain claims individually, as well as on behalf of each and all other
21 persons similarly situated, and thus, seeks class certification under California Code of Civil
22 Procedure section 382.

23 26. All claims alleged herein arise under California law for which Plaintiff seeks relief
24 authorized by California law.

25 27. The proposed Class consists of and is defined as:

26 All persons who worked for any Defendant in California as
27 hourly-paid or non-exempt employees at any time during the
28 period beginning four years before the filing of the initial
complaint in this action and ending when notice to the Class is
sent.

28. At all material times, Plaintiff was a member of the Class.

29. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

30. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than 40 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

(d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

(1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

(2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

(3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

(4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

31. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked;

(b) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(c) Failed to provide Class Members with accurate wage statements;

(d) Failed to indemnify Class Members for expenditures; and

(e) Violated California Business & Professions Code sections 17200, *et. seq.* as a result of their illegal conduct as described above.

32. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;

(c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

(1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

(2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

33. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

VI. **CAUSES OF ACTION**¹

FIRST CAUSE OF ACTION

(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

34. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

35. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

36. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code section 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

37. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

38. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

39. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and some, but not necessarily all, of the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, and which will be ascertained according to proof at trial.

40. By failing to keep adequate time records required by California Labor Code section 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

¹ Unless otherwise stated, Plaintiff assert all causes of action against all Defendants.

SECOND CAUSE OF ACTION

(Failure to Authorize and Permit Rest Periods)

44. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 43 in this Complaint.

1 alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to
2 take these uninterrupted rest periods), Defendants willfully violated the provisions of California
3 Labor Code section 226.7 and the applicable Wage Orders.

4 47. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 premium wages rate for each workday they were not provided with all required rest break(s), plus
6 interest thereon.

7 **THIRD CAUSE OF ACTION**

8 **(Failure to Provide and Maintain Accurate and Compliant Wage Records)**

9 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
10 1 through 47 in this Complaint.

11 49. At all material times set forth herein, California Labor Code section 226,
12 subdivision (a) provides that every employer shall furnish each of his or her employees an accurate
13 itemized wage statement in writing showing nine pieces of information, including: (1) gross wages
14 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
16 all deductions made on written orders of the employee may be aggregated and shown as one item,
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and the last four digits of his or her social security number or an employee
19 identification number other than a social security number, (8) the name and address of the legal
20 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee.

22 50. Defendants have, at times, intentionally and willfully failed to provide employees
23 with complete and accurate wage statements. The deficiencies include, among other things, the
24 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the
25 true “total hours worked by the employee,” and the failure to list the true net wages earned.

26 51. As a result of Defendants’ violation of California Labor Code section 226,
27 subdivision (a), Plaintiff and the Class have suffered injury and damage to their statutorily
28 protected rights.

1 52. Specifically, Plaintiff and the Class have been injured by Defendants’ intentional
2 violation of California Labor Code section 226, subdivision (a) because Plaintiff and the Class
3 were denied both their legal right to receive, and their protected interest in receiving, accurate,
4 itemized wage statements under section 226, subdivision (a).

5 53. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
6 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
7 result of having to bring this action to attempt to obtain correct wage information following
8 Defendants’ refusal to comply with many of the mandates of the California Labor Code and related
9 laws and regulations.

10 54. Plaintiff and the Class are entitled to recover from Defendants the greater of their
11 actual damages caused by Defendants’ failure to comply with California Labor Code section 226,
12 subdivision (a), or an aggregate penalty not exceeding four thousand U.S. dollars (\$4,000) per
13 employee.

14 55. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
15 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
16 section 226, subdivision (h).

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Indemnify Employees for Expenditures)**

19 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
20 1 through 55 in this Complaint.

21 57. As set forth above, Plaintiff and the Class were required to incur substantial
22 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
23 obedience to directions of Defendants.

24 58. Defendants violated California Labor Code section 2802, by failing to pay and
25 indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct
26 consequence of the discharge of their duties or of their obedience to directions of Defendants.

27 59. As a result, Plaintiff and the Class were damaged at least in the amounts of the
28 expenses they paid, or which were deducted by Defendants from their wages.

60. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802, subdivision (c) and interest pursuant to section 2802, subdivision (b).

FIFTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 60 in this Complaint.

62. Defendants, and each of them, are "persons" as defined under California Business and Professions Code section 17201.

63. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

64. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business and Professions Code sections 17200, *et seq.*

65. A violation of California Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code sections 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

66. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

1 **Failure to Authorize and Permit Rest Periods**

2 67. Defendants' failure to authorize and permit rest periods in accordance with
3 California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes
4 unlawful and/or unfair activity prohibited by Business and Professions Code sections 17200, *et*
5 *seq.*

6 **Failure to Indemnify Business Expenses**

7 68. Defendants' failure to reimburse expenses incurred in accordance with California
8 Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited
9 by California Business and Professions Code sections 17200, *et seq.*

10 69. By and through their unfair, unlawful and/or fraudulent business practices described
11 herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all
12 persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
13 valuable rights and benefits guaranteed by law, all to their detriment.

14 70. Plaintiff and the Class Members suffered monetary injury as a direct result of
15 Defendants' wrongful conduct.

16 71. Plaintiff, individually, and on behalf of members of the Putative Class, are entitled
17 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
18 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
19 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
20 the Class are not obligated to establish individual knowledge of the wrongful practices of
21 Defendants in order to recover restitution.

22 72. Plaintiff, individually, and on behalf of members of the Putative Class, are further
23 entitled to, and do, seek a declaration that the above-described business practices are unfair,
24 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
25 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
26 in the future.

27 73. Plaintiff, individually, and on behalf of members of the Putative Class, have no
28 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members

suffered because of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the Putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

74. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

75. Pursuant to California Business and Professions Code sections 17200, *et seq.*, Plaintiff and Putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

SIXTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code, §§ 2698, *et seq.*)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 76 in this Complaint.

77. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

78. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may as an alternative, be recovered through a civil action brought by an aggrieved employee

on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

79. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code section 2699.3. On or about November 27, 2024, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about November 27, 2024. Plaintiff’s PAGA case number is LWDA-CM-1064022-24.

80. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code section 2699, subdivision (a), Plaintiff for herself and all current and former Aggrieved Employees, seeks recovery of any and all applicable civil penalties for Defendants’ violation of California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

81. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

82. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by

1 failing to maintain accurate records showing meal periods, and accurate records showing when
2 employees begin and end each work period. Defendants' failure to provide and maintain records
3 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
4 Employees the ability to know, understand and question the accuracy and frequency of meal
5 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
6 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
7 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
8 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
9 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
10 seeking to compel Defendants to fully perform their obligation under state law, all to their
11 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
12 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
13 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
14 understanding, and disputing the wage payments paid to them.

15 83. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
16 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
17 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
18 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

19 84. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
20 to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who
21 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

22 **VII. PRAYER FOR RELIEF**

23 Plaintiff, individually, and on behalf of all others similarly situated, prays for relief and
24 judgment against Defendants, jointly and severally, as follows:

25 **Class Certification**

26 1. That this action be certified as a class action with respect to the First, Second, Third,
27 Fourth, and Fifth Causes of Action;

28 2. That Plaintiff be appointed as the representative of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code section 1197.1;

8. For liquidated damages;

9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,

10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

12. For unpaid rest period premium wages as may be appropriate;

13. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

17. For all actual damages, according to proof;

18. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

19. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h);

20. For reasonable attorneys' fees and for costs of suit incurred herein; and,

21. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

22. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

23. For unpaid wages or unreimbursed business expenses as may be appropriate;

24. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

25. For reasonable attorneys' fees and for costs of suit incurred herein; and,

26. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

27. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay for all hours worked and failing to authorize and permit rest periods;

28. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

29. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business and Professions Code sections 17200, *et seq.*;

30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

31. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and,

32. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

34. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

35. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

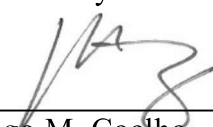
36. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

37. For any additional relief that the Court deems just and proper.

Dated: February 13, 2025

Respectfully submitted,



Thiago M. Coelho

Lauren Lenzion

Jesenia A. Martinez

Patrick O'Connor

Jesse S. Chen

N. Nima Shamtoub

WILSHIRE LAW FIRM, PLC

Attorneys for Plaintiff and the Putative Class

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: February 13, 2025

Respectfully submitted,



Thiago M. Coelho
Lauren Lenzion
Jesenia A. Martinez
Patrick O'Connor
Jesse S. Chen
N. Nima Shamtoub
WILSHIRE LAW FIRM, PLC
*Attorneys for Plaintiff and the Putative
Class*

EXHIBIT A

**WILSHIRE LAW FIRM,
PLC**

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
Justin F. Marquez,
Esq.
John Yslas, Esq.

Stephanie Mazepa, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.

November 27, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Baker's Burgers, Inc.
4210 Riverwalk Parkway, Ste. 120
Riverside, CA 92505
(Via Certified Mail, Return Receipt Requested)
#7018 2290 0001 9171 1382

Baker's Burgers, Inc.
c/o Adrienne Lindgren, Agent for Service of Process
4210 Riverwalk Parkway, Ste. 120
Riverside, CA 92505
(Via Certified Mail, Return Receipt Requested)
#7018 2290 0001 9171 1399

Re: *Louise Jimenez v. Baker's Burgers, Inc.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Louise Jimenez to pursue a California Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against Ms. Jimenez's former employer, Baker's Burgers, Inc. ("Baker's"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Baker's is alleged to have engaged in with respect to Ms. Jimenez and all other persons who worked for Baker's in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the "Aggrieved Employees").

Ms. Jimenez wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Ms. Jimenez and the Aggrieved Employees suffered the California Labor Code violations described below.

Ms. Jimenez's Employment with Baker's

Baker's owns and operates a business within the State of California. Thus, and based upon all the facts and circumstances incident to Baker's business in California, Baker's is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Ms. Jimenez worked for Baker's in California as an hourly-paid, non-exempt employee between January 2022, and April 15, 2024. During Ms. Jimenez's employment for Baker's, Baker's paid Ms. Jimenez an hourly wage and classified Ms. Jimenez as non-exempt from overtime.

Throughout Ms. Jimenez's employment, Baker's: (1) failed to pay for all hours worked; (2) failed to authorize and permit Ms. Jimenez to take rest periods; (3) failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; (4) failed to furnish accurate wage statements to Ms. Jimenez; and (5) failed to indemnify Ms. Jimenez for expenditures. As discussed below, Ms. Jimenez's experience working for Baker's was typical and illustrative.

Baker's Failed to Pay for All Hours Worked

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Throughout the statutory period, Baker's maintained a policy and practice of not paying Ms. Jimenez and the Aggrieved Employees for all hours worked. In failing to pay for all hours worked, Baker's also failed to maintain accurate records of the hours Ms. Jimenez and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by Baker's, this system resulted, over a period of time, in failing to compensate Ms. Jimenez and the Aggrieved Employees properly for all the time they have actually worked even though the realities of Baker's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Ms. Jimenez and the Aggrieved Employees less than all their work time. In failing to pay for all hours worked, again Baker's may have also failed to maintain accurate records of the hours Ms. Jimenez and the Aggrieved Employees worked.

As a result, Baker's is liable to Ms. Jimenez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Baker's has wrongfully failed to authorize and permit Ms. Jimenez and the Aggrieved Employees to take legally compliant rest periods. Baker's regularly

required Ms. Jimenez and the Aggrieved Employees to work in excess of four consecutive hours a day without Baker's authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Ms. Jimenez and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Baker's continued to assert control over Ms. Jimenez and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Jimenez and the Aggrieved Employees permission to take a rest period. Accordingly, Baker's's policy and practice was to not authorize and permit Ms. Jimenez and the Aggrieved Employees to take rest periods in compliance with California law.

Ms. Jimenez and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Baker's, however, regularly failed to pay Ms. Jimenez and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Baker's is liable to Ms. Jimenez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Ms. Jimenez and the Aggrieved Employees for all wages as discussed above, Baker's also violated California Labor Code section 204.

Section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all rest period premium wages owed. However, during all such times, Baker's systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all rest periods not authorized and permitted by Baker's, and all wages for all hours worked. As a result, Baker's owes employees the legally required wages for unpaid wages, and Ms. Jimenez and the Aggrieved Employees suffered damages in those amounts.

Moreover, Baker's is liable to Ms. Jimenez and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Ms. Jimenez seeks penalties under California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7,

subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Baker's, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Jimenez and the Aggrieved Employees.

Baker's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Jimenez and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Baker's records. Therefore, Ms. Jimenez and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Baker's. As a direct result, Ms. Jimenez and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Baker's to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Baker's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Jimenez and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, Baker's failed to furnish Ms. Jimenez and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that

were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as “wages earned” and credited as “hours worked” in wage statements has been a settled issue since at least 2022.

Because Baker’s violated California Labor Code section 226, Ms. Jimenez and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Jimenez and similarly Aggrieved Employees are entitled to recover from Baker’s the greater of their actual damages caused by Baker’s failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

Moreover, Baker’s is liable to Ms. Jimenez and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Baker’s wrongfully required Ms. Jimenez and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Baker’s. Ms. Jimenez and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Ms. Jimenez and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Baker’s, but Baker’s failed to indemnify Ms. Jimenez and/or the Aggrieved Employees for these employment-related expenses.

As a result, Baker’s is liable to Ms. Jimenez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivision (f)(2) for failing to indemnify Ms. Jimenez and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Ms. Jimenez alleges that Baker’s violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked;
2. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

3. California Labor Code section 204 by failing to pay all earned wages two times per month;
4. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked;
5. California Labor Code section 226 by failing to provide accurate itemized wage statements; and
6. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Ms. Jimenez seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Ms. Jimenez has placed Baker's on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jesenia Martinez
jesenia.martinez@wilshirelawfirm.com

Wilshire Law Firm, PLC

JAM:LML