

MARALLE MESSRELIAN (SBN 316974)

maralle@mmlawapc.com

MM LAW, APC

500 N. Brand Blvd., Suite 2000

Glendale, CA 91203

Telephone (818) 810-7747

Facsimile (818) 230-9018

Attorneys for Plaintiff,

MARCOS O. RODRIGUEZ-CORONA

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

9/17/2025

By /s/ Kimberly Claussen
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO
(UNLIMITED JURISDICTION)**

MARCOS O. RODRIGUEZ-CORONA,

Case No.: 25-CIV-07290

COMPLAINT FOR DAMAGES FOR:

Plaintiff,

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 9) Retaliation Under Labor Code § 1102.5;
- 10) Retaliation Under Labor Code § 98.6;
- 11) Retaliation Under Labor Code § 6310;
- 12) Wrongful Termination in Violation of Public Policy; and
- 13) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

vs.

LA TAPATIA LLC, a California limited liability company; HUMBERTO CAMPOS, an individual; BARBARA HARO, an individual; and DOES 1 to 25, inclusive,

Defendant(s).

JURY TRIAL DEMANDED

COMES NOW Plaintiff, MARCOS O. RODRIGUEZ-CORONA (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Orders”), the Business and Professions Code, and public policy against LA TAPATIA LLC, a California limited liability company; HUMBERTO CAMPOS, an individual; BARBARA HARO, an individual; and DOES 1 to 25, inclusive (collectively “LA TAPATIA” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the county of San Mateo because Defendants LA TAPATIA LLC, a California limited liability company; HUMBERTO CAMPOS, an individual; BARBARA HARO, an individual; and DOES 1 to 25, inclusive, do business in the county of San Mateo and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the county of San Mateo is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff MARCOS O. RODRIGUEZ-CORONA is a resident of San Mateo County. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11070 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant LA TAPATIA, LLC is a corporation organized and existing under the laws of California and a citizen of California based on Plaintiff’s information and belief.

5. Defendant BARBARA HARO is a citizen of California based on Plaintiff’s information and belief.

6. Defendant HUMBERTO CAMPOS is a citizen of California based on Plaintiff’s information and belief.

7. In relevant part, Labor Code section 558.1 states:

1 (a) Any employer or other person acting on behalf of an employer, who violates,
2 or causes to be violated, any provision regulating minimum wages or hours and
3 days of work in any order of the Industrial Welfare Commission, or violates, or
4 causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
5 held liable as the employer for such violation.

6 (b) For purposes of this section, the term “other person acting on behalf of an
7 employer” is limited to a natural person who is an owner, director, officer, or
8 managing agent of the employer, and the term “managing agent” has the same
9 meaning as in subdivision (b) of Section 3294 of the Civil Code.

10 8. Based on Plaintiff’s information and belief, Defendant BARBARA HARO is
11 a natural person, and an owner, director, officer, and/or managing agent of LA TAPATIA,
12 LLC, who directly or indirectly, or through her agent, employed or exercised control over the
13 wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (defined below).
14 Therefore, she is liable to Plaintiff and the Aggrieved Employees for her violations of, or
15 causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant
16 to Labor Code section 558.1.

17 9. Based on Plaintiff’s information and belief, Defendant HUMBERTO CAMPOS
18 is a natural person, and an owner, director, officer, and/or managing agent of LA TAPATIA,
19 LLC, who directly or indirectly, or through his agent, employed or exercised control over the
20 wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (defined below).
21 Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or
22 causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant
23 to Labor Code section 558.1.

24 10. The “Aggrieved Employees” are all current and former non-exempt or hourly
25 paid employees who worked for Defendants in California during the relevant time period
26 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
27 General Act of 2004 (“PAGA”).

28 11. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
is informed and believes and thereon alleges that said defendants are legally responsible for the
wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.

1 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
2 defendants when ascertained.

3 12. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
5 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
6 course and scope of such agency or employment, and with the approval and ratification of each
7 of the other Defendants.

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

13 14. At all relevant times, in perpetrating the acts and omissions alleged herein,
14 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
15 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
16 Employees in accordance with applicable California labor laws as alleged herein.

17 **GENERAL ALLEGATIONS**

18 15. Wage Order 7-2001 applies to "any industry, business or establishment
19 operated for the purpose of purchasing, selling or distributing goods or commodities at
20 wholesale or retail, or for the purpose of renting goods or commodities." Wage Order No. 7-
21 2001, §2 (I). At all relevant times during the applicable limitations period, LA TAPATIA
22 operated a grocery store. Accordingly, Plaintiff and the Aggrieved Employees are entitled to
23 the protections provided under the Wage Order.

24 16. LA TAPATIA first began to employ Plaintiff in or around October 5, 2020 as a
25 Factory Assistant at its restaurant/grocery store located at 411 Grand Ave., South San
26 Francisco, CA 94080. Plaintiff later also held the title of Factory Cook. LA TAPATIA
27 continuously employed Plaintiff until on or about September 18, 2024 when it terminated his
28 employment.

1 17. At all relevant times, LA TAPATIA issued wages to Plaintiff and all of the
2 other Aggrieved Employees on a weekly basis and paid them by the hour. At all relevant
3 times, LA TAPATIA classified Plaintiff and all of the other Aggrieved Employees as non-
4 exempt employees entitled to the protections of the Labor Code and the Wage Order. During
5 his employment tenure, Plaintiff generally worked five days per week, from approximately
6 4:00 a.m. until he was instructed to leave, which would range between 1:00 p.m. to 5:00 p.m.
7 Plaintiff's latest rate of pay was approximately \$21.50 per hour.

8 18. LA TAPATIA failed to pay Plaintiff and the other Aggrieved Employees for all
9 time worked or subject to its control. To the extent employees such as Plaintiff and others
10 worked through their meal periods and those meal periods were interrupted, they were not
11 compensated for that time, which would be akin to a minimum wage violation.

12 19. Due to the above "off the clock" violations, LA TAPATIA failed to pay
13 Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved
14 Employees' actual work hours, which included the "off the clock" work as described above,
15 entitled them to overtime, however, it was not company policy to keep accurate track of all
16 hours worked and to pay employees the accurate amount of overtime, especially since the "off
17 the clock" work was not factored into the equation. Moreover, LA TAPATIA did not pay
18 overtime to its employees at 1.5 times their hourly rate of pay. Instead, LA TAPATIA
19 instructed employees to punch out for the end of their shifts and then continue working
20 overtime, which would be paid at the employees' hourly rate of pay and in cash. Furthermore,
21 any incentive payments and/or bonus payments were not factored into employees' regular rate
22 of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus
23 and/or incentive payments were not factored into the correct meal and rest break premium pay
24 per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

25 20. LA TAPATIA failed to provide all compliant meal periods and authorize and
26 permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were
27 entitled. Plaintiff and the other Aggrieved Employees were entitled to take off-duty,
28 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take

1 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
2 Plaintiff and the Aggrieved Employees would not be able to take timely, uninterrupted meal
3 periods before the 5th or 10th hour worked. Although Plaintiff clocked into his work shift at
4 4:00 a.m., he could not take his meal period until 12:00 noon, or as late as 1:00 p.m./1:30 p.m.
5 if he was able to take it. Plaintiff had to practically beg his supervisor, Ernesto (last name
6 unknown) to be able to take his 30-minute meal break. It is important to note that during the
7 first two years of his employment, Plaintiff was not able to take his meal breaks at all.
8 Similarly, the Aggrieved Employees were not always able to take their 10 minute rest breaks
9 due to the work load/ press of business. In fact, throughout his employment. LA TAPATIA
10 management only authorized Plaintiff to take one 15-minute rest break, which would get
11 interrupted by management with instructions. Similar to the rest breaks, even when Plaintiff
12 and the other Aggrieved Employees would be clocked out for a meal period, LA TAPATIA
13 management/staff, including Ernesto, would interrupt them with questions about work related
14 matters. On information and belief, LA TAPATIA did not provide premium wages for these
15 meal and rest break violations; if LA TAPATIA did provide premium wages, they were not
16 paid at the correct rate, as explained above.

17 21. LA TAPATIA failed to reimburse Plaintiff and the other Aggrieved Employees
18 for business expenses they incurred in direct consequence of the discharge of their duties. LA
19 TAPATIA required Plaintiff and the Aggrieved Employees to purchase uniform items,
20 including aprons, and use their own personal cell phones to communicate with management
21 concerning work matters. LA TAPATIA management texted/called Plaintiff and the others
22 with work related questions. However, LA TAPATIA did not reimburse Plaintiff and the
23 other Aggrieved Employees for these uniform items and mobile phone expenses. Accordingly,
24 LA TAPATIA was in violation of California Labor Code sections 2800 and 2802.

25 22. LA TAPATIA failed to pay its employees all wages due to them within any
26 time period specified by California Labor Code section 204, including the minimum wages
27 and overtime as described above as well as meal/rest break premiums.

28 23. LA TAPATIA did not provide Plaintiff and the other Aggrieved Employees

1 accurate, itemized wage statements. Wage statements must include, among other things, total
2 hours worked by the employee. Labor Code § 226(a)(2). LA TAPATIA issued wage
3 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
4 number of hours worked at each hourly rate because of LA TAPATIA's failure to properly
5 pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). LA TAPATIA's failure
6 to maintain accurate records as to the hours worked daily by employees also constitutes a
7 violation of Labor Code section 1174(d).

8 24. Finally, because LA TAPATIA did not properly pay all wages earned as
9 explained herein, LA TAPATIA also failed to pay final wages owed to Plaintiff and the other
10 Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages
11 include minimum wages and compensation for all hours worked, overtime compensation, and
12 premium pay for missed meal and rest breaks, among others.

13 25. LA TAPATIA has also violated Labor Code section 558 and engaged in
14 business practices which violate Business and Professions Code Section 17200.

15 26. Throughout his employment, Plaintiff repeatedly complained to management
16 about being denied meal and rest breaks and about Supervisor Ernesto's drunken behavior at
17 work. Ernesto often arrived intoxicated, acted inappropriately, and created an unsafe work
18 environment that made Plaintiff uncomfortable. Plaintiff consistently raised concerns,
19 complaining weekly to Ernesto about missed statutory breaks, and also reporting these
20 violations to Supervisor Jelacio, owner Humberto Campos, and Barbara Haro, including
21 Ernesto's intoxication on the job. Despite these repeated complaints, Defendants took no
22 corrective action. On or about September 18, 2024, after Plaintiff declined to turn off the stove
23 because the food was still cooking, Defendants immediately terminated Plaintiff's
24 employment. It is Plaintiff's position that Defendants used this incident as a pretext to
25 terminate Plaintiff's employment, when in fact the true motivation was retaliatory animus for
26 Plaintiff's repeated protected complaints.

27 27. Defendants committed the following violations of the California Labor Code
28 and the Wage Order: 1) failed to pay wages for all time worked or subject to Defendants'

1 control, including minimum wages and correctly-calculated overtime wages; 2) failed to
2 provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to
3 authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4)
4 failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant
5 wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages
6 owed during and upon separation of employment. Accordingly, Plaintiff now seeks civil
7 penalties on behalf of himself and the Aggrieved Employees based on Defendants' alleged
8 violations of the California Labor Code and the Wage Order.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

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

12 **(By Plaintiff against all Defendants)**

13 28. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

14 29. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
15 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
16 and the Wage Order.

17 30. Sections (H) of Wage Order 7-2001 defines "hours worked" as "the time during
18 which an employee is subject to the control of an employer, and includes all the time the
19 employee is suffered or permitted to work, whether or not required to do so."

20 31. Section 3 of the Wage Order states:

21 **(A) Daily Overtime - General Provisions**

22 (1) The following overtime provisions are applicable to
23 employees 18 years of age or over and to employees 16 or
24 17 years of age who are not required by law to attend
25 school and are not otherwise prohibited by law from
26 engaging in the subject work. Such employees shall not
27 be employed more than eight (8) hours in any workday or
28 more than 40 hours in any workweek unless the employee
receives one and one-half (1 ½) times such employee's
regular rate of pay for all hours worked over 40 hours in
the workweek. Eight (8) hours of labor constitutes a day's
work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is

permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

32. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

33. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

34. California Labor Code § 1194 invalidates any agreement between an employer

1 and an employee to work for less than the minimum wage required under the applicable Wage
2 Order.

3 35. California Labor Code § 1197 makes it unlawful for an employer to pay an
4 employee less than the minimum wage required under the applicable Wage Order for all hours
5 worked during a payroll period.

6 36. California Labor Code § 1198 makes it unlawful for an employer to employ an
7 employee under conditions that violate the Wage Order.

8 37. In conjunction, these provisions of the California Labor Code require employers
9 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
10 for all hours worked, including unrecorded hours when the employer knew or reasonably should
11 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
12 *Co.* (2000) 22 Cal.4th 575, 585.)

13 38. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
14 and forty (40) hours in one workweek without compensating him for such time worked at the
15 premium rates required by California law.

16 39. As described more fully above, Defendants failed to pay all minimum, regular,
17 overtime, and double time wages to Plaintiff because Defendants did not pay for off-the-clock
18 work, and failed to pay overtime and double time wages based on correct regular rates of pay.

19 40. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
20 amount, subject to proof, to the extent that he was not paid the full amount of wages earned
21 during each pay period during the applicable limitations period, including minimum, overtime,
22 and double-time wages.

23 41. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
24 unpaid wages which Defendants failed to pay him at the rates set forth herein, interest thereon,
25 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 **(Lab. Code §§ 226.7 and 1198)**

4 **(By Plaintiff against all Defendants)**

5 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 43. At all relevant times during the applicable limitations period, Plaintiff was a
7 non-exempt employee of Defendants and entitled to the benefits and protections of California
8 Labor Code §§ 226.7, 1198, and the Wage Order.

9 44. Labor Code § 1198 states,

10 “The maximum hours of work and the standard conditions of labor
11 fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

13 45. In relevant part, Section 12 of the Wage Order states:

14 Rest Periods:

15 (A) Every employer shall authorize and permit all employees
16 to take rest periods, which insofar as practicable shall be in the
17 middle of each work period. The authorized rest period time
18 shall be based on the total hours worked daily at the rate often
19 (10) minutes net rest time per four (4) hours or major fraction
20 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

21 (B) If an employer fails to provide an employee a rest period
22 in accordance with the applicable provisions of this Order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each work day that
the rest period is not provided.

25 46. In addition, Labor Code Section 226.7 states

26 (b) An employer shall not require an employee to work during a
27 meal or rest or recovery period mandated pursuant to an applicable
28 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 47. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
8 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

9 48. Defendants failed to authorize and permit Plaintiff to take compliant rest
10 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
11 rest period was not provided.

12 49. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
13 an amount subject to proof to the extent he was not paid additional wages owed for all rest
14 breaks not provided to him.

15 50. By reason of the above, Plaintiff is entitled to premium wages for workdays in
16 which one or more rest breaks were not provided to him pursuant to California Labor Code §
17 226.7, plus interest and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

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

21 **(By Plaintiff against all Defendants)**

22 51. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 52. At all relevant times during the applicable limitations period, Plaintiff was a
24 non-exempt employee of Defendants and entitled to the benefits and protections of California
25 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

26 53. Labor Code § 1198 states,

27 "The maximum hours of work and the standard conditions of labor
28 fixed by the commission shall be the maximum hours of work and the
standard conditions of labor for employees. The employment of any

employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

54. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 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 worked 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.”

55. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

56. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also entitled to a second 30-minute meal period when he worked more than ten (10) hours in a workday.

57. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

58. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages in

1 an amount subject to proof to the extent he was not paid additional wages owed for all meal
2 periods not provided to him.

3 59. By reason of the above, Plaintiff is entitled to premium wages for workdays in
4 which one or more meal periods were not provided to him pursuant to California Labor Code
5 § 226.7, plus interest and costs.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code §§ 1198 & 2802)**

9 **(By Plaintiff against all Defendants)**

10 60. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 61. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
12 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
13 Wage Order.

14 62. In pertinent part, California Labor Code § 2802(a) states:

15 An employer shall indemnify his or her employee[s] for all necessary
16 expenditures incurred by the employee in direct consequence of the
17 discharge of his or her duties.

18 63. Section 9(B) of the Wage Order states:

19 When tools or equipment are required by the employer or are necessary to
20 the performance of a job, such tools and equipment shall be provided and
21 maintained by the employer, except that an employee whose wages are at
22 least two (2) times the minimum wage provided herein may be required to
23 provide and maintain hand tools and equipment customarily required by
24 the trade or craft.

25 64. California Labor Code § 1198 prohibits employers from employing their
26 employees under conditions prohibited by the Wage Order.

27 65. At all relevant times during the applicable limitations period, Defendants
28 required Plaintiff to purchase uniform items, including aprons, and use his own personal cell
phones to communicate with ownership/management concerning work matters. However,
Defendants did not reimburse Plaintiff for these uniform and mobile expenses. Accordingly,

1 Defendants were in violation of California Labor Code sections 2800 and 2802.

2 66. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
4 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
5 of performing his duties.

6 67. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
7 expenditures and losses and interest due and owing to within three years (3) of the date of the
8 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
9 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(By Plaintiff against all Defendants)**

14 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 69. Pursuant to California Labor Code Section 226, every employer must furnish
16 each employee an itemized statement of wages and deductions at the time of payment of wages.

17 70. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
18 that accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
20 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
21 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
22 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
23 California Labor Code Section 226(a).

24 71. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
26 violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
28 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of

1 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

2 72. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
3 sustained damages, including loss of earnings, in an amount to be established at trial. As a
4 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
6 and attorney's fees pursuant to statute.

7 73. Under this cause of action, Plaintiff prays for penalties due under the statutes
8 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
9 proof at trial.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

12 **(California Labor Code Sections 201-203)**

13 **(By Plaintiff against all Defendants)**

14 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 75. Pursuant to California Labor Code Section 201(a), an employer who discharges
16 an employee must immediately pay for all compensation due and owing.

17 76. Pursuant to California Labor Code Section 202, when an employee resigns, the
18 employer must pay all compensation due and owing within 72 hours of resignation, or on the
19 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

20 77. Pursuant to California Labor Code Section 203, if an employer willfully fails to
21 pay, without abatement or reduction, any wages of an employee whose employment ends, the
22 wages of the employee shall continue as a penalty from the due date at the same rate until paid
23 or until an action is commenced; however, the wages shall not continue for more than 30 days
24 for failure to pay an employee owed wages.

25 78. After Plaintiff's employment with Defendants ended, Defendants willfully
26 refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

27 79. Under this cause of action, Plaintiff prays for penalties due under the statutes
28 alleged along with any allowable interest, penalties, attorney's fees, and costs according to

1 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
2 immediately preceding the filing of this lawsuit.

3 80. Under this cause of action, Plaintiff also prays for attorney's fees and costs
4 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
5 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 81. Under this cause of action, Plaintiff prays for penalties due under the statutes
7 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
8 proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(By Plaintiff against all Defendants)**

13 82. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

14 83. California Labor Code Section 204 establishes the fundamental right of all
15 employees in the State of California to be paid wages in a timely fashion for their work.

16 84. At all times relevant during the liability period, Defendants failed to pay
17 Plaintiff the full amount of all owed wages when due as required by California Labor Code
18 Section 204.

19 85. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
21 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
22 worked, including the minimum wage, overtime hours, double time hours, and premium pay
23 for missed meal and rest breaks.

24 86. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
25 an amount, subject to proof, to the extent he was not paid all wages each pay period. The
26 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
27 directly from Defendants' records or indirectly based on information from Defendants' records.

28 87. Under this cause of action, Plaintiff prays for penalties due under the statutes

1 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
2 proof at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698, *et seq.*)**

6 **(By Plaintiff against all Defendants)**

7 88. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 89. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
9 2004 ("PAGA") because he was employed by Defendants during the applicable statutory
10 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
11 Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf
12 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
13 PAGA, plus reasonable attorney's fees and costs in this representative action.

14 90. During the applicable time period, Defendants violated California Labor Code
15 §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198,
16 2802, and 6310.

17 91. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
18 behalf of themselves and other current or former employees, to bring a civil action to recover
19 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

20 92. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
21 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'
22 violations of California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558,
23 558.1, 1102.5, 1174, 1194, 1197, 1198, 2802, and 6310 during the applicable limitations period
24 in the following amounts:

25 A. For violations of California Labor Code § 204, one hundred dollars
26 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
27 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
28 established by California Labor Code § 210).

1 B. For violations of California Labor Code § 226(a), two hundred fifty
2 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
3 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
4 established by California Labor Code § 226.3).

5 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
6 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
7 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
8 established by California Labor Code § 558).

9 D. For violations of California Labor Code § 1174, five hundred dollars
10 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
11 California Labor Code § 1174.5).

12 E. For violations of California Labor Code § 1197, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
14 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
15 per pay period (regardless of whether the initial violations were intentionally committed)
16 (penalty amounts established by California Labor Code § 1197.1).

17 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
18 1198, 2802, and 6310, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
19 period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
20 Employee per pay period for each subsequent violation (penalty amounts established by
21 California Labor Code § 2699(f)(2)).

22 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
23 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
24 Code §§ 98.6 and 1102.5 during the applicable limitations period in the following amounts:

25 1) For violations of California Labor Code § 98.6, an amount not to
26 exceed \$10,000 for each violation by Defendants of California Labor Code § 98.6(a), as well as
27 attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by
28 California Labor Code § 98.6(b)(3)).

2) For violations of California Labor Code § 1102.5, an amount not to exceed \$10,000 for each violation by Defendants of California Labor Code § 1102.5(c), as well as attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by California Labor Code § 1102.5(f)).

93. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated December 16, 2024, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate these allegations.

94. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in connection with their claims for civil penalties.

NINTH CAUSE OF ACTION

RETALIATION

(Lab. Code § 1102.5)

(By Plaintiff against all Defendants)

95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

96. According to Labor Code section 1102.5, subdivision (b),

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, ... to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance,... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

1 97. According to Labor Code section 1102.5, subdivision (c), an employer may not
2 retaliate against an employee for refusing to participate in an activity that would result in a
3 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
4 or regulation.

5 98. This statute reflects the broad public policy interest in encouraging workplace
6 whistleblowers to report unlawful acts without fearing retaliation.

7 99. Defendants were employers for purposes of California law.

8 100. Plaintiff was an employee of Defendants, performing work on behalf of
9 Defendants.

10 101. During his employment tenure, Plaintiff complained to management about
11 not receiving proper statutory meal and rest breaks and unsafe working conditions due to
12 Supervisor Ernesto's intoxicated behavior at the workplace. In response, Defendants retaliated
13 against Plaintiff and terminated his employment.

14 102. As a direct and proximate result of the aforementioned acts and omissions of
15 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
16 to, loss of income (past and future), loss of employment benefits (past and future), general and
17 compensatory damages (past and future), mental pain and anguish and emotional distress (past
18 and future), and will continue to suffer in the future, in an amount to be proved at trial.

19 103. Plaintiff requests all available relief under Labor Code § 1102.5 including
20 damages and the imposition of civil penalties of \$10,000 for each violation as well as
21 attorney's fees.

22 104. The foregoing conduct engaged in by Defendants and each of their directors,
23 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
24 ratified, and carried on with a conscious and willful disregard of their workers' right to work
25 in an environment free of retaliation and labor code violations, so as to justify the imposition
26 of punitive damages to punish and set an example of said Defendants.

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1 **ELEVENTH CAUSE OF ACTION**

2 **RETALIATION**

3 **(Lab. Code § 6310)**

4 **(By Plaintiff against all Defendants)**

5 112. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 113. At all times material to this Complaint, California Labor Code § 6310 was in
7 effect and binding on Defendants. California Labor Code section 6310 prohibits employers
8 from firing or discriminating against any employee because the employee has informed their
9 employer about unsafe working conditions.

10 114. As discussed fully above, Plaintiff complained to Defendants about unsafe
11 working conditions at the workplace, including Supervisor Ernesto's intoxicated behavior in
12 the workplace.

13 115. Defendants willfully and/or with reckless indifference violated California Labor
14 Code sections 6310 by retaliating against Plaintiff for complaining of unsafe working
15 conditions by terminating Plaintiff's employment.

16 116. As a direct and proximate result of the aforementioned acts and omissions of
17 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
18 loss of income (past and future), loss of employment benefits (past and future), general and
19 compensatory damages (past and future), mental pain and anguish and emotional distress (past
20 and future), and will continue to suffer in the future, in an amount to be proved at trial.

21 117. Pursuant to Labor Code Section 6310, Defendants are liable for statutory
22 damages, including reimbursement for lost wages and work benefits.

23 118. Defendants' conduct described herein was undertaken, authorized and/or ratified
24 by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
25 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
26 of Defendants.

27 119. Defendants committed the acts herein alleged maliciously, fraudulently, and
28 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover

1 punitive damages from Defendants in an amount according to proof.

2 120. As a result of the conduct of Defendants and each of them, Plaintiff was forced
3 to retain an attorney in order to protect his rights.

4 121. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff is entitled to
5 recover civil penalties for Defendants' violations of Labor Code section 6310.

6 122. Plaintiff further demands reasonable attorney's fees and costs pursuant to Labor
7 Code section 2699, subdivision (g)(1).

8 **TWELFTH CAUSE OF ACTION**

9 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(By Plaintiff against Defendant LA TAPATIA, LLC)**

11 123. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 124. Plaintiff was employed by Defendants.

13 125. At all times during his employment with Defendants, Plaintiff performed his
14 duties with the utmost diligence and competence.

15 126. The state statutes recited below embody fundamental, substantial, and well-
16 established public policies of the United States and State of California. By terminating
17 Plaintiff, Defendants violated these fundamental, substantial, and well-established public
18 policies.

19 (A) According to Labor Code section 1102.5, subdivision (b), an employer
20 shall not retaliate against an employee for disclosing information to a person with authority
21 over the employee who has the authority to correct the violation if the employee has
22 reasonable cause to believe that the information "discloses a violation of state or federal
23 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

24 (B) According to Labor Code section 98.6, subdivision (a), a person shall
25 not discharge an employee because the employee has made a written or oral complaint that he
26 or she is owed unpaid wages or because of the exercise of any right afforded him or her.

27 (C) In *Franklin v. Monadnock Co.* (2007) 151 Cal.App.4th 252, 260 the Court
28 stated, "An employer may not discharge an at will employee for a reason that violates

1 fundamental public policy. This exception is enforced through tort law by permitting the
2 discharged employee to assert against the employer a cause of action for wrongful discharge in
3 violation of fundamental public policy.

4 127. Plaintiff complained to management/ownership about not being not receiving
5 proper statutory meal and rest breaks and Supervisor Ernesto's intoxicated behavior at the
6 workplace. Defendants retaliated against Plaintiff for his complaints about its noncompliance
7 with the California Labor Code and terminated his employment on or around September 18,
8 2024.

9 128. Moreover, Plaintiff was forced to hire an attorney to assist him to end these
10 illegal activities.

11 129. As set forth above, said actions by Defendants were wrongful and in violation
12 of the fundamental principles of the public policy of the State of California as reflected in its
13 laws, objectives and policies. Said statutes and constitutional expressions of public policy
14 include, but are not limited to, the California Labor Code, and the California Constitution,
15 Article 1 section 8. These laws inure to the benefit of the public at large, and not just the
16 private interests of the employers and employees whom they govern or protect.

17 130. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
19 loss of income (past and future), loss of employment benefits (past and future), general and
20 compensatory damages (past and future), mental pain and anguish and emotional distress (past
21 and future), and will continue to suffer in the future, in an amount to be proved at trial.

22 131. The foregoing conduct engaged in by Defendants and each of their directors,
23 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
24 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
25 an environment free of retaliation and labor code violations, so as to justify the imposition of
26 punitive damages to punish and set an example of said Defendants.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(By Plaintiff against Defendant LA TAPATIA, LLC)**

5 132. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 133. At all relevant times during the applicable limitations period, Plaintiff has been
7 an employee of Defendants and entitled to the benefits and protections of the Business and
8 Professions Code §§ 17200, *et seq.*

9 134. Defendants engaged in unfair competition by failing to 1) pay employees for all
10 hours worked at the correct rates of pay and 2) pay their employees premium wages for
11 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
12 employees for necessary business expenses incurred in the course of performing their duties.

13 135. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200,
15 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
16 unfairly gained a competitive advantage over other comparable companies doing business in
17 California that comply with their legal obligations to, among other things, refrain from
18 retaliatory practices and prevent retaliation, pay their employees premium wages for workdays
19 in which they did not provide employees with one or more meal and rest periods, indemnify
20 them for all business expenses incurred during the course of performing their duties, including,
21 but not limited to, mobile phone expenses, and pay them all wages earned.

22 136. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
23 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
24 hours worked, failed to provide him with premium wages for missed meal and rest periods,
25 and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his
26 duties.

27 137. Pursuant to California Business & Professions Code § 17203, Plaintiff is
28 entitled to restitution of all monies rightfully belonging to him that Defendants did not pay him

1 or otherwise retained by means of their unlawful and unfair business practices.

2 138. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
3 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
4 benefit doctrine and/or the common fund doctrine.

5 139. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
6 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
7 thereon, as permitted by law, all in amounts subject to proof.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 10 1. For compensatory damages including lost past and future wages, commissions, and all
11 other sums of money, including employment benefits, together with interest on said
12 amounts, and any other economic injury to Plaintiff, according to proof;
- 13 2. For general damages according to proof;
- 14 3. For special and consequential damages to the extent allowed by law;
- 15 4. For punitive and exemplary damages against Defendant LA TAPATIA, LLC in an
16 amount subject to proof;
- 17 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
22 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 23 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
24 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 25 9. For maximum civil penalties available under the Labor Code and applicable Wage
26 Order against Defendants as described more particularly in the Complaint;
- 27 10. For restitution and disgorgement for all unfair business practices by Defendant LA
28 TAPATIA, LLC against Plaintiff in an amount according to proof;

- 1 12. For an order enjoining Defendant LA TAPATIA, LLC from further unfair and unlawful
2 business practices in violation of Business and Professions Code Sections 17200, et
3 seq.;
- 4 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
5 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
6 damages, damages, penalties, and waiting time penalties according to proof to the
7 extent permitted by law;
- 8 14. For the imposition of civil penalties and/or statutory penalties;
- 9 15. For all interest as allowed by law;
- 10 16. For all costs and disbursements incurred in this suit;
- 11 17. Reasonable attorney's fees where available by law, including but not limited to,
12 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
13 and/or other applicable laws; and
- 14 18. For such other and further relief as this Court may deem proper.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial on all issues so triable.

17
18 Dated: September 17, 2025

MM LAW, APC

19
20 By Maralle Messrelia
21 Maralle Messrelia, Esq.
22 Attorney for Plaintiff,
23 MARCOS O. RODRIGUEZ-CORONA
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