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 15 similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

18 SALVADOR OCHOA, individually, and on
 19 behalf of all other similarly situated current and
 20 former employees of Defendants

21 Plaintiff,

22 vs.

23 CKE RESTAURANTS HOLDINGS, INC., a
 24 Delaware Corporation; CARL’S JR.
 RESTAURANTS LLC, a Delaware
 25 Corporation; CARL’S JR. FUNDING LLC, a
 26 Delaware Corporation; and DOES 1 through 50,
 inclusive,

27 Defendants.
 28

Case No.: BC623041
 Related Case No. BC686601

CLASS ACTION

**CONSOLIDATED CLASS ACTION
 COMPLAINT**

Assigned for all purposes to:
 Hon. Amy D. Hogue, Dept. 7

Complaint Filed: June 8, 2016

1 HERMELINDA AGUILAR, individually and
2 on behalf of all others similarly situated,

3 Plaintiff,

4 v.

5 CKE RESTAURANTS HOLDINGS, INC., a
6 Delaware Corporation; CARL'S JR.
7 RESTAURANTS LLC, a Delaware
8 Corporation; CARL'S JR. FUNDING LLC, a
9 Delaware Corporation; and DOES 1 through
10 50, inclusive,

11 Defendants.

Case No.: BC686601

Complaint Filed: December 12, 2017

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Periods
3. Failure to pay minimum and straight time wages;
4. Failure to pay overtime compensation;
5. Failure to provide and maintain accurate statements, accrued sick leave notices and payroll records;
6. Failure to permit employees to inspect or copy payroll records;
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];
8. Violation of Cal. Labor Code § 204 (Unpaid Wages During Employment);
9. Violation of Labor Code § 2802 (Failure to Reimburse for Necessary Business Expenditures; and
10. Private Attorneys General Act: Action for Civil Penalties [Cal. Lab. Code §§ 2698-2699.5].

DEMAND FOR JURY TRIAL

1 Plaintiffs SALVADOR OCHOA and HERMELINDA AGUILAR (hereinafter
2 “Plaintiffs”) on behalf of themselves and all others similarly situated, have brought this action
3 against Defendants CKE RESTAURANTS HOLDINGS, INC., a Delaware Corporation;
4 CARL’S JR. RESTAURANTS LLC, a Delaware Corporation; CARL’S JR. FUNDING LLC, a
5 Delaware Corporation; and DOES 1 through 50 (collectively “DEFENDANTS”). Plaintiffs are
6 informed and believe, and on that basis allege the following:

7 **INTRODUCTION & GENERAL ALLEGATIONS**

8 1. Plaintiffs bring this action against DEFENDANTS for California Labor Code
9 violations stemming from DEFENDANTS’ failure to provide all timely meal and rest periods,
10 failure to pay for all hours worked, including minimum wage, straight time and overtime pay,
11 failure to furnish accurate statements and maintain required records, failure to notify and
12 provide sick leave, failure to pay all wages accrued during employment by utilizing unlawful
13 deductions of time cards, and failure to reimburse for all necessary business expenditures, in
14 accordance with California Labor Code §§ 201-204, 226, 226.7, 245-250, 510, 512, 1174,
15 1174.5, 1194, 1194.1, 1197, 1198.5, 2802, and Industrial Welfare Commission (“IWC”) Order
16 No. 5-2001. Additionally, Plaintiff and Plaintiff Class seek restitution of all monies rightfully
17 belonging to them by virtue of being required to receive payment of wages through a pre-paid
18 debit pay card which was subject to withdrawal fees.

19 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class
20 action on behalf of themselves and current and former employees of DEFENDANTS
21 (hereinafter collectively referred to as “PLAINTIFFS” or “the Class,” and defined more fully
22 below).

23 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
24 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
25 the State of California and to the past and present employees of DEFENDANTS.
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1 4. Plaintiffs and the Class are current and former non-exempt employees of
2 DEFENDANTS that worked for DEFENDANTS in the State of California, for a period of time
3 within the four (4) years preceding the filing of this action.

4 5. Plaintiff SALVADOR OCHOA is a resident of California, County of San Diego.
5 Plaintiff HERMELINDA GUILAR is a resident of California, County of Los Angeles. At all
6 relevant times herein, Plaintiffs were employed by DEFENDANTS in the State of California as
7 non-exempt, hourly employees.

8 6. Throughout the time period involved in this case, DEFENDANTS have wrongfully
9 failed to provide Plaintiffs and the Class with timely, adequate, and duty-free meal periods, by
10 way of specific class-wide company policies and practices including but not limited to their
11 shift and meal period scheduling policies and practices. DEFENDANTS regularly required
12 Plaintiffs and the Class to work in excess of five consecutive hours a day without providing a
13 30-minute, continuous and uninterrupted, meal period for every five hours of work, and/or
14 without compensating Plaintiffs and the Class for meal periods that were not provided by the
15 end of the fifth hour of work, or tenth hour of work with regard to second meal periods.
16 DEFENDANTS did not inform Plaintiffs and the Class of their right to take a meal period by
17 the end of the fifth hour of work. DEFENDANTS did not inform Plaintiffs and the Class of
18 their right to take a second meal break for shifts longer than 10 hours. DEFENDANTS did not
19 inform Plaintiffs and the Class of their right, for shifts of more than 10 hours, to take a second
20 meal break by the end of the 10th hour. Moreover, DEFENDANTS did not have legally
21 compliant policies or practices providing adequate and duty-free meal periods for Plaintiffs and
22 the Class, nor did DEFENDANTS have legally compliant policies or practices regarding the
23 timing of meal periods.

24 7. Throughout the time period involved in this case, DEFENDANTS have wrongfully
25 failed to authorize and permit Plaintiffs and the Class to take timely and duty-free rest periods.
26 DEFENDANTS regularly required Plaintiffs and the Class to work in excess of four consecutive
27 hours a day without DEFENDANTS authorizing and permitting them to take a 10-minute,
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1 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four
2 hours), and/or without compensating Plaintiffs and the Class for rest periods that were not
3 authorized and permitted. DEFENDANTS did not properly inform Plaintiffs and the Class of
4 their right to take a rest period for every four hours of work (or major fraction of four hours).
5 Moreover, DEFENDANTS did not have legally compliant policies or practices permitting or
6 authorizing timely rest periods for Plaintiffs and the Class. DEFENDANTS also did not have
7 any policies or practices to verify whether Plaintiffs and the Class were receiving their required
8 rest periods.

9 8. DEFENDANTS, as a matter of practice and policy, did not furnish Plaintiffs and
10 members of the Class with accurate itemized wage statements that accurately show total hours
11 worked by Plaintiffs and the Class, gross wages earned, net wages earned, sick leave accrued
12 and other information required by Labor Code § 226(a). DEFENDANTS knowingly and
13 intentionally failed to do so because, among other things, the wage statements did not accurately
14 state the total hours worked, the overtime rates, the gross wages earned, and the net wages
15 earned. As a result of these violations of section 226(a), the Plaintiffs and the Class suffered
16 injury because, among other things: (a) the violations led them to believe that they were not
17 entitled to be paid daily minimum wages, overtime wages, meal period premium wages, and
18 rest period premium wages, even though they were entitled; (b) the violations led them to
19 believe that they had been paid the minimum, overtime, meal period premium, and rest period
20 premium wages to which they were entitled, even though they had not been; (c) the violations
21 led them to believe they were not entitled to be paid minimum, overtime, meal period premium,
22 and rest period premium wages at the correct California rate even though they were; (d) the
23 violations led them to believe they had been paid minimum, overtime, meal period premium,
24 and rest period premium wages at the correct California rate even though they had not been; (e)
25 the violations hindered them from determining the amounts of minimum, overtime, meal period
26 premium, and rest period premium wages owed to them; (f) in connection with their
27 employment before and during this action, and in connection with prosecuting this action, the
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1 violations caused them to have to perform mathematical computations to determine the amounts
2 of wages owed to them, computations they would not have to make if the wage statements
3 contained the required accurate information; (g) by understating the wages truly due them, the
4 violations caused them to lose entitlement and/or accrual of the full amount of Social Security,
5 disability, unemployment, and other governmental benefits; (h) the wage statements
6 inaccurately understated the wages, hours, and wages rates and failed to disclose sick leave
7 accrued to which Plaintiffs and the Class were entitled, and Plaintiffs and the Class were paid
8 less than the wages and wage rates to which they were entitled. Thus, Plaintiffs and the Class
9 are owed the amounts provided for in Labor Code § 226(e).

10
11 9. During all, or a portion of the Class Period, Plaintiffs and members of the Plaintiff
12 Class were paid wages with a pre-paid debit pay card and were unable to withdraw their entire
13 wages for any given pay period. Further, Defendants failed to pay Plaintiffs and the Plaintiff Class
14 their wages in cash or a form negotiable without discount required by Labor Code § 212. Plaintiffs
15 are informed and believe and based thereon allege that Defendants maintained a policy and practice
16 of paying wages by giving employees a pre-paid debit pay card the use of which required a fee to
17 be deducted from the balance of funds loaded onto the card by Defendants upon each withdrawal.

18 **THE PARTIES TO EACH CAUSE OF ACTION**

19 **A. Plaintiff**

20 10. Plaintiff Salvador Ochoa resides in the State of California, County of San Diego.
21 DEFENDANTS employed Plaintiff as a cashier at their locations at 695 H. Street, Chula Vista,
22 California and 1487 E. H Street, Chula Vista, California.

23 11. Plaintiff Hermelinda Aguilar resides in the State of California, County of Los
24 Angeles. Plaintiff was employed by DEFENDANTS within the Class Period in a non-exempt
25 hourly position prior to the commencement of this action, working at Carl's Jr. in the County
26 of Los Angeles in California.

27 12. Plaintiffs reserve the right to seek leave to amend this complaint to add new
28 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*

1 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

2 **B. Defendants**

3 13. Plaintiffs are informed and believe, and based upon that information and belief
4 allege, that DEFENDANTS are all corporations authorized to conduct business, and actually
5 conducting business throughout the State of California including the County of San Diego.
6 DEFENDANTS were the employers of Plaintiffs and the current and/or former employer of the
7 putative Class.

8 14. Plaintiffs do not know the true names or capacities of the persons or entities sued
9 herein as DOES 1-50, inclusive, and therefore sues said Defendants by such fictitious names.
10 Each of the DOE Defendants was in some manner legally responsible for the damages suffered
11 by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth
12 the true names and capacities of these Defendants when they have been ascertained, together
13 with appropriate charging allegations, as may be necessary.
14

15 15. At all times mentioned herein, the Defendants named as DOES 1-50, inclusive, and
16 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
17 and/or injured a significant number of the Plaintiffs and the Class in the State of California.

18 16. Plaintiffs are informed and believe and thereon allege that at all relevant times each
19 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and
20 the other employees described in the class definitions below, and exercised control over their
21 wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege
22 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
23 that each Defendant knew or should have known about, and authorized, ratified, adopted,
24 approved, controlled, or aided and abetted the conduct of all other Defendants.

25 **CLASS ACTION ALLEGATIONS**

26 17. Plaintiffs brings this action individually as well as on behalf of each and all other
27 persons similarly situated, and seeks class certification under California Code of Civil
28 Procedure § 382.

1 18. All claims alleged herein arise under California law for which Plaintiffs seek relief
2 authorized by California law.

3 19. The proposed Class consists of and is defined as:

4
5 All persons employed by Defendants to work in any hourly paid job position as
6 either a temporary or permanent employee, in California at any time beginning
7 June 8, 2012. For purposes of this definition, "Defendants" means CKE
8 Restaurants Holdings, Inc., Carl's Jr. Restaurants, LLC or Carl's Jr. Funding, LLC
9 and any of the fictitiously named defendants (Does 1 through 50).

10 20. Plaintiffs reserve the right to establish other sub-classes as appropriate.

11 21. At all material times, Plaintiffs were members of the Class.

12 22. Plaintiffs undertake this action for the benefit of all Class members.

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

15 (a) Numerosity: The members of the Class (and each subclass, if any) are so
16 numerous that joinder of all members would be unfeasible and
17 impractical. The membership of the entire Class is unknown to Plaintiffs
18 at this time; however, the Class is estimated to be greater than 200
19 individuals and the identity of such membership is readily ascertainable
20 by inspection of Defendants' records.

21 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
22 protect the interests of each Class member with whom there is a shared,
23 well-defined community of interest, and Plaintiffs' claims (or defenses,
24 if any) are typical of all Class members' claims as demonstrated herein.

25 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
26 protect the interests of each Class member with whom there is a shared,
27 well-defined community of interest and typicality of claims, as
28 demonstrated herein. Plaintiffs have no conflicts with or interests

1 antagonistic to any Class member. Plaintiffs' attorneys, the proposed
2 class counsel, are versed in the rules governing class action discovery,
3 certification, and settlement. Plaintiffs have incurred, and throughout the
4 duration of this action, will continue to incur costs and attorneys' fees
5 that have been, are, and will be necessarily expended for the prosecution
6 of this action for the substantial benefit of each class member.

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

- 10 1) The interests of the members of the Class in individually
11 controlling the prosecution or defense of separate actions;
- 12 2) The extent and nature of any litigation concerning the controversy
13 already commenced by or against members of the Class;
- 14 3) The desirability or undesirability of concentrating the litigation of
15 the claims in the particular forum; and
- 16 4) The difficulties likely to be encountered in the management of a
17 class action.
18

19 (e) Public Policy Considerations: Employers in the State of California
20 violate employment and labor laws every day. Current employees are
21 often afraid to assert their rights out of fear of direct or indirect retaliation.
22 Former employees are fearful of bringing actions because they believe
23 their former employers might damage their future endeavors through
24 negative references and/or other means. Class actions provide the class
25 members who are not named in the complaint with a type of anonymity
26 that allows for the vindication of their rights at the same time as their
27 privacy is protected.
28

24. There are common questions of law and fact as to the Class (and each subclass, if

1 any) that predominate over questions affecting only individual members, including without
2 limitation, whether, as alleged herein, DEFENDANTS have:

- 3 (a) Failed to provide meal periods and pay meal period premium wages to
4 Class members;
- 5 (b) Failed to authorize and permit rest periods and pay rest period premium
6 wages to Class members;
- 7 (c) A policy of never paying premiums for missed meal or rest periods;
- 8 (d) Failed to pay Class members for all hours worked, including minimum
9 wages, straight time wages, and overtime wages;
- 10 (e) Failed to provide Class members with accurate wages statements;
- 11 (f) Unlawfully deducted the wages earned by Class members; and
- 12 (g) Failed to reimburse Class members for all necessary business
13 expenditures
- 14 (h) Engaged in unfair and unlawful business practices by forcing a deduction
15 from employees' earned wages through the use of a debit card.

16
17 25. This Court should permit this action to be maintained as a class action pursuant to
18 California Code of Civil Procedure § 382 because:

- 19 (a) The questions of law and fact common to the Class predominate over any
20 question affecting only individual members;
- 21 (b) A class action is superior to any other available method for the fair and
22 efficient adjudication of the claims of the members of the Class;
- 23 (c) The members of the Class are so numerous that it is impractical to bring
24 all members of the class before the Court;
- 25 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
26 effective and economic legal redress unless the action is maintained as a
27 class action;
- 28 (e) There is a community of interest in obtaining appropriate legal and

1 equitable relief for the statutory violations, and in obtaining adequate
2 compensation for the damages and injuries for which DEFENDANTS are
3 responsible in an amount sufficient to adequately compensate the
4 members of the Class for the injuries sustained;

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

7 1) Inconsistent or varying adjudications with respect to individual
8 members of the Class which would establish incompatible
9 standards of conduct for DEFENDANTS; and/or

10 2) Adjudications with respect to the individual members which
11 would, as a practical matter, be dispositive of the interests of other
12 members not parties to the adjudications, or would substantially
13 impair or impede their ability to protect their interests, including
14 but not limited to the potential for exhausting the funds available
15 from those parties who are, or may be, responsible
16 DEFENDANTS; and
17

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

21 26. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
22 the Class that would set forth the subject and nature of the instant action. DEFENDANTS' own
23 business records may be utilized for assistance in the preparation and issuance of the
24 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
25 contemplate the use of additional techniques and forms commonly used in class actions, such
26 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or
27 by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.
28

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)
[Cal. Lab. Code §§ 226.7, 512, and IWC Wage Order No. 5-2001]

1
2 27. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
3 allegations set out in this Complaint.

4 28. Under California law, DEFENDANTS have an affirmative obligation to relieve the
5 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than
6 fifth hour of work in a workday, and to take their second meal periods no later than the tenth
7 hour of work in the workday.

8 29. Despite these legal requirements, DEFENDANTS regularly failed to provide
9 Plaintiffs and the Class with both meal periods as required by California law.

10 30. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
11 additional wages for each instance he or she was not provided with all required meal period(s).

12 31. DEFENDANTS regularly failed to pay Plaintiffs and the Class the additional wages
13 to which they were entitled for meal periods and that were not provided.

14 32. As a result, DEFENDANTS are liable to Plaintiffs and the Class for one hour of
15 additional wages for each work day for a meal period that was not provided.

16 33. By failing to keep adequate time records required by Labor Code § 1174(d),
17 DEFENDANTS have made it difficult to calculate the full extent of meal period premium wage
18 compensation due to Plaintiffs and the Class Members.

19 34. California Labor Code section 204 requires employers to provide employees with
20 all wages due and payable twice a month. Throughout the statute of limitations period
21 applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month
22 at rates required by law, including meal period premium wages for each meal period that was
23 not provided. However, during all such times, DEFENDANTS systematically failed and
24 refused to pay Plaintiffs and the Class all such wages due, and failed to pay those wages twice
25 a month.

26 35. DEFENDANTS are also liable to Plaintiffs and the Class for the civil penalties
27 provided for in Labor Code § 558 because of the violations alleged in this cause of action.
28

1 **SECOND CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Rest Periods)**
3 **[Cal. Lab. Code §§ 226.7, and IWC Wage Order No. 5-2001]**

4 36. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
5 allegations set out in this Complaint.

6 37. DEFENDANTS are required by California law to authorize and permit breaks of
7 uninterrupted, net 10-minutes for each four hours of work or major fraction of four hours (i.e.
8 more than two hours). That is, the required number of rest breaks is equal to the number of
9 work hours divided by four, and if the work time is not evenly divided by four, if the remaining
10 fractional part is two hours or less it is rounded down, and if it is more than two hours, it is
11 rounded up. Thus, for example, if an employee's work time is 6 hours and ten minutes, the
12 employee is entitled to two rest breaks. If the work time is nine hours, the employee is still
13 entitled to only two rest breaks. Each failure to authorize rest breaks as so required is itself a
14 violation of California's rest break laws.

15 38. Despite these legal requirements, DEFENDANTS failed to authorize Plaintiffs and
16 the Class to take all timely, net, 10-minute rest breaks owed to them, regardless of whether
17 employees worked more than 4 hours in a workday.

18 39. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
19 premium wages rate for each instance he or she was not provided with all required rest break(s).

20 40. DEFENDANTS regularly failed to pay Plaintiffs and the Class the additional wages
21 to which they were entitled for rest breaks DEFENDANTS failed authorize and permit. As a
22 result, DEFENDANTS are liable to Plaintiffs and the Class for one hour of additional wages
23 for each work day when they did not receive a rest break.

24 41. California Labor Code § 204 requires employers to provide employees with all
25 wages due and payable twice a month. Throughout the statute of limitations period applicable
26 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
27 required by law, including rest break premium wages for each rest break that was not authorized
28 and permitted. However, during all such times, DEFENDANTS systematically failed and

1 refused to pay Plaintiffs and the Class all such wages due, and failed to pay those wages twice
2 a month.

3 42. DEFENDANTS are also liable to Plaintiffs and the Class for the civil penalties
4 provided for in Labor Code § 558 because of the violations alleged in this cause of action.

5 **THIRD CAUSE OF ACTION**

6 **(Against all Defendants for Failure to Pay Minimum Wage and Straight Time Wages)**
7 **[Cal. Lab. Code §§ 204 and 1194, and IWC Wage Order No. 5-2001]**

8 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
9 allegations set out in this Complaint.

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

13 45. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay
14 Plaintiffs and the other members of the Class compensation for all hours they worked.

15 46. Accordingly, Plaintiffs and the other members of the Class are entitled to recover
16 straight time wages for all non-overtime hours worked for DEFENDANTS.

17 47. By and through the conduct described above, the Plaintiffs and the other members
18 of the Class, have been deprived of their rights to be paid wages earned by virtue of their
19 employment with DEFENDANTS.

20 48. By virtue of the DEFENDANTS’ unlawful failure to pay additional compensation
21 to the Class for their non-overtime hours worked without pay, the Class has suffered, and will
22 continue to suffer, damages in amounts which are presently unknown to the Class, but which
23 exceed the jurisdictional minimum of this Court, and which will be ascertained according to
24 proof at trial.

25 49. By failing to keep adequate time records required by Labor Code § 1174(d),
26 DEFENDANTS have made it difficult to calculate the full extent of compensation due Plaintiffs
27 and the Class members.

28 50. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to

1 recover liquidated damages (double damages) for DEFENDANTS' failure to pay minimum
2 wages.

3 51. California Labor Code § 204 requires employers to provide employees with all
4 wages due and payable twice a month. Throughout the statute of limitations period applicable
5 to this cause of action, Plaintiffs and the Class members were entitled to be paid twice a month
6 at rates required by law, including minimum wages and straight time wages. However, during
7 all such times, DEFENDANTS systematically failed and refused to pay Plaintiffs and the Class
8 members all such wages due, and failed to pay those wages twice a month.

9 52. Plaintiffs and the Class are also entitled to seek recovery of all unpaid wages,
10 interest, and reasonable attorneys' fees and costs pursuant to Cal. Labor Code §§ 218.5 and
11 218.6.

12 53. DEFENDANTS are also liable to the Class for the civil penalties provided for in
13 Labor Code § 558 because of the violations alleged in this cause of action.

14
15 **FOURTH CAUSE OF ACTION**
16 **(Against all Defendants for Failure to Pay Overtime Wages)**
17 **[Cal. Lab. Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001]**

18 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
19 allegations set out in this Complaint.

20 55. California Labor Code § 510 provides that employees in California shall not be
21 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
22 they receive additional compensation beyond their regular wages in amounts specified by law.

23 56. California Labor Code §§ 1194 and 1198 provide that employees in California shall
24 not be employed more than eight hours in any workday unless they receive additional
25 compensation beyond their regular wages in amounts specified by law. Additionally, California
26 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
27 by the Industrial Welfare Commission is unlawful.

28 57. At all times relevant hereto, Plaintiffs and the members of the Class have worked
more than eight, and at times more than twelve, hours in a workday, as employees of

1 DEFENDANTS. Further, at all times relevant hereto, Plaintiffs and the members of the Class
2 have been paid on an hourly basis.

3 58. At all times relevant hereto, DEFENDANTS failed to pay the Plaintiffs and the other
4 members of the Class overtime compensation for the hours they have worked in excess of the
5 maximum hours permissible by law as required by California Labor Code § 510 and 1198.
6 Plaintiffs and the Class are regularly required to work overtime hours.

7 59. By virtue of DEFENDANTS' unlawful failure to pay additional, premium rate
8 compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and
9 members of the Class have suffered, and will continue to suffer, damages in amounts which are
10 presently unknown to them but which exceed the jurisdictional minimum of this Court and
11 which will be ascertained according to proof at trial.

12 60. By failing to keep adequate time records required by Labor Code § 1174(d),
13 DEFENDANTS have made it difficult to calculate the full extent of overtime compensation due
14 Plaintiffs and the Class members.

15 61. California Labor Code section 204 requires employers to provide employees with
16 all wages due and payable twice a month. Throughout the statute of limitations period
17 applicable to this cause of action, Plaintiffs and the Class members were entitled to be paid
18 twice a month at rates required by law, including overtime wages. However, during all such
19 times, DEFENDANTS systematically failed and refused to pay Plaintiffs and the Class
20 members all such wages due, and failed to pay those wages twice a month.

21 62. Plaintiffs and the other members of the Class also request recovery of overtime
22 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor
23 Code §§ 218.5 and 1194(a), as well as the assessment of any statutory penalties against
24 DEFENDANTS, in a sum as provided by the California Labor Code and/or other statutes.
25 Further, Plaintiffs and the other members of the Class, are entitled to seek and recover
26 reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5 and 1194.
27
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FIFTH CAUSE OF ACTION

1 **(Against all Defendants for Failure to Provide Accurate Statements**
2 **and Required Accrued Sick Leave and Maintain Required Records)**
3 **[Cal. Lab. Code § 226 and IWC Wage Order No. 5-2001]**

4 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
5 allegations set out in this Complaint.

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

17 65. At all material times set forth herein, the Healthy Workplaces, Healthy Families Act
18 of 2014, Labor Code §§ 245 -250 requires employers to provide paid sick leave to employees
19 who works in California for 30 or more days within a year from the beginning of employment.
20 Employees, including part-time and temporary employees, earn at least one hour of paid leave
21 for every 30 hours worked.

22 66. DEFENDANTS have violated the Healthy Workplaces, Healthy Families Act of
23 2014, Labor Code § 246(h) requires an employer to provide an employee with written notice
24 that sets forth the amount of paid sick leave available, or accrued paid time off an employer
25 provides in lieu of sick leave on either the employee's itemized wage statement described in
26 Section 226 or in a separate writing provided on the designated pay date with the employee's
27 payment of wages.

28 67. DEFENDANTS have intentionally and willfully failed to provide employees with

1 complete and accurate wage statements. The deficiencies include, among other things, the
2 failure to correctly identify the gross wages earned by Plaintiffs and the members of the Class,
3 the failure to list the true “total hours worked by the employee,” the failure to list the true net
4 wages earned, the failure to state the sick leave hours accrued, and the failure to list the name
5 and address of the legal entity(s) that employ Plaintiffs and the Class.

6 68. As a result of DEFENDANTS’ violation of California Labor Code § 226(a),
7 Plaintiffs and the members of the Class have suffered injury and damage to their statutorily-
8 protected rights.

9 69. Specifically, Plaintiffs and the members of the Class have been injured by
10 DEFENDANTS’ intentional violation of California Labor Code § 226(a) because they were
11 denied both their legal right to receive, and their protected interest in receiving, accurate,
12 itemized wage statements under California Labor Code § 226(a).

13 70. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
14 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured
15 as a result of having to bring this action to attempt to obtain correct wage information following
16 DEFENDANTS’ refusal to comply with many of the mandates of California’s Labor Code and
17 related laws and regulations.

18 71. Plaintiffs and Class members are entitled to recover from DEFENDANTS the
19 greater of their actual damages caused by DEFENDANTS’ failure to comply with California
20 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

21 72. Plaintiffs and the members of the Class are also entitled to injunctive relief to ensure
22 compliance with this section, pursuant to California Labor Code § 226(g).

23
24 **SIXTH CAUSE OF ACTION**

25 **(Against all Defendants for Failure to Permit**
26 **Employees to Inspect or Copy Personnel and Payroll Records)**
27 **[Cal. Lab. Code §§ 226 and IWC Wage Order 5)**

28 73. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
allegations set out in this Complaint.

1 74. California Labor Code § 226 requires employers to permit current or former
2 employees or their representative access to their payroll records and to allow them to inspect or
3 copy them within twenty-one (21) calendar days that the request is made. However, during all
4 relevant times, DEFENDANTS systematically failed and refused to provide Plaintiffs and the
5 Class said records requested or within the required time from the time of request.

6 75. DEFENDANTS are liable to Plaintiffs and the Class for the civil penalties provided
7 for in Labor Code § 226(f) because of the violations alleged in this cause of action.

8 ///

9 ///

10
11 **SEVENTH CAUSE OF ACTION**
12 **(Against all Defendants for Violation of**
California Business & Professions Code §§ 17200, et seq.)

13 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
14 material allegations and Causes of Action set out in this Complaint.

15 77. DEFENDANTS, and each of them, are “persons” as defined under Business &
16 Professions Code § 17201.

17 78. DEFENDANTS’ conduct, as alleged herein, has been, and continues to be,
18 unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public.
19 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
20 Code of Civil Procedure § 1021.5.

21 79. DEFENDANTS’ activities, as alleged herein, are violations of California law,
22 and constitute unlawful business acts and practices in violation of California Business &
23 Professions Code § 17200, et seq.

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

1 California Business and Professions Code §§ 17200, et seq.

2 **Failing to Pay Minimum and Straight Time Wages**

3 81. DEFENDANTS' failure to pay minimum and straight time wages constitutes
4 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

5 **Failing to Provide Meal Periods**

6 82. DEFENDANTS' failure to provide meal periods as required under Cal. Lab.
7 Code §§ 226.7, 512, and IWC Wage Order No. 1-2001 constitutes unlawful and/or unfair
8 activity prohibited by Business and Professions Code § 17200, et seq.

9 83. DEFENDANTS' failure to pay premiums for missed, late or short meal periods
10 as required under Cal. Lab. Code §§ 226.7, 512, and IWC Wage Order No. 1-2001 constitutes
11 unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.
12 *Safeway, Inc. v. Superior Court of Los Angeles County* (2015) 238 Cal.App.45th 1138.

13 84. DEFENDANTS' failure to provide the required compensation guarantee and
14 enhanced enforcement with their policy of noncompliance under §§ 226.7, 512, and IWC Wage
15 Order No. 5-2001 constitutes unlawful and/or unfair activity prohibited by Business and
16 Professions Code § 17200, et seq. *Safeway, Inc. v. Superior Court of Los Angeles County* (2015)
17 238 Cal.App.45th 1138.

18 85. DEFENDANTS' failure to provide the required statutory protections constitutes
19 unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.
20 *Safeway, Inc. v. Superior Court of Los Angeles County* (2015) 238 Cal.App.45th 1138.

21 **Failing to Provide Rest Periods**

22 86. DEFENDANTS' failure to provide rest periods as required under Cal. Lab. Code
23 §§ 226.7 and IWC Wage Order No. 5-2001 constitutes unlawful and/or unfair activity
24 prohibited by Business and Professions Code § 17200, et seq.

25 87. DEFENDANTS' failure to pay premiums for missed, late or short rest periods
26 as required under Cal. Lab. Code §§ 226.7 and IWC Wage Order No. 5-2001 constitutes
27 unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.
28 *Safeway, Inc. v. Superior Court of Los Angeles County* (2015) 238 Cal.App.45th 1138.

1 88. DEFENDANTS' failure to provide the required compensation guarantee and
2 enhanced enforcement under § 226.7 and IWC Wage Order No. 1-2001 constitutes unlawful
3 and/or unfair activity prohibited by Business and Professions Code § 17200, et seq. *Safeway,*
4 *Inc. v. Superior Court of Los Angeles County* (2015) 238 Cal.App.45th 1138.

5 89. DEFENDANTS' failure to provide required statutory protections constitutes
6 unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.
7 *Safeway, Inc. v. Superior Court of Los Angeles County* (2015) 238 Cal.App.45th 1138.

8 **Failing to Pay Overtime**

9 90. DEFENDANTS' failure to pay overtime compensation and other benefits in
10 violation of Cal. Lab. Code §§ 510, 1197, 1198, Penal Code §§ 484 and 532 (obtaining labor
11 through false pretenses), constitutes unlawful and/or unfair activity prohibited by Business and
12 Professions Code § 17200, et seq.

13 **Failing to Provide and Maintain Accurate**

14 **Statements, Accrued Sick Leave Notices and Payroll Records**

15 91. DEFENDANTS' failure to provide accurate itemized wage statements in
16 accordance with Cal. Lab. Code §§ 226 and 245-250, as alleged above, constitutes unlawful
17 and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

18 **Failing to Permit Employees to Inspect or Copy Personnel and Payroll Records**

19 92. DEFENDANTS' failure to permit current or former employees or their
20 representative access to their payroll records and to allow them to inspect or copy them, as
21 alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
22 Professions Code §§ 17200, et seq.

23 **Unlawfully Deducting Wages**

24 93. DEFENDANTS' unlawful deduction of wages, as alleged herein, constitutes
25 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

26 94. During all, or a portion of the Class Period, Plaintiffs and members of the Plaintiff
27 Class were paid wages with a pre-paid debit pay card and were unable to withdraw their entire
28 wages for any given pay period. Further, Defendants failed to pay Plaintiffs and Plaintiff Class

1 their wages in cash or a form negotiable without discount required by Labor Code § 212. Plaintiffs
2 are informed and believe and based thereon allege that Defendants maintained a policy and practice
3 of paying wages by giving employees a pre-paid debit pay card the use of which required a fee to
4 be deducted from the balance of funds loaded onto the card by Defendants upon each withdrawal.
5 The imposition of these fees and inability to withdraw the entire amount of wages without cost to
6 the employee resulted in an unlawful deduction from wages.

7
8 **Failing to Reimburse Employees for Necessary Business Expenditures**

9 95. DEFENDANTS' unlawful failure to indemnify Plaintiffs and the Class for all
10 necessary business expenditures, as alleged herein, constitutes unlawful and/or unfair activity
11 prohibited by Business and Professions Code §§ 17200, et seq.

12 96. By and through their unfair, unlawful and/or fraudulent business practices described
13 herein, DEFENDANTS have obtained valuable property, money and services from Plaintiffs
14 and all persons similarly situated, and have deprived Plaintiffs and all persons similarly situated
15 of valuable rights and benefits guaranteed by law.

16 97. Plaintiffs and members of the Class suffered monetary injury as a direct result of
17 DEFENDANTS' wrongful conduct.

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

24 99. Plaintiffs, individually and on behalf of the Class, are further entitled to and do
25 seek a declaration that the above described business practices are unfair, unlawful and/or
26 fraudulent as well as injunctive relief restraining DEFENDANTS and each of them, from
27 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
28 the future.

1 100. Plaintiffs and the Class have no plain, speedy and/or adequate remedy at law to
2 redress the injuries, which the Class members suffered as a consequence of the DEFENDANTS'
3 unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or
4 fraudulent business practices described above, Plaintiffs and the Class, have suffered and will
5 continue to suffer irreparable harm unless DEFENDANTS, and each of them, are restrained
6 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

7 101. Plaintiffs also allege that if DEFENDANTS are not enjoined from the
8 conduct set forth herein above, they will continue to avoid paying the appropriate taxes,
9 insurance and other withholdings.

10 102. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs
11 and the Class are entitled to restitution of the lost benefits and compensations and the wages
12 withheld and retained by DEFENDANTS during a period that commences four years prior to
13 the filing of this complaint; a permanent injunction requiring DEFENDANTS to pay all
14 outstanding compensations and wages due to Plaintiffs and the Class members; an award of
15 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable
16 laws; and an award of costs.

17 **EIGHTH CAUSE OF ACTION**
18 **(Against all Defendants for Unpaid Wages During Employment)**
19 **[Cal. Lab. Code § 204]**

20 103. Plaintiffs incorporate by reference and reallege each and every allegation
21 contained above, as though fully set forth herein.

22 104. During the Class Period, Labor Code section 204 applied to Defendants'
23 employment of Plaintiffs and Class Members. At all times relevant hereto, Labor Code section
24 204 provided that all wages earned by any employee, such as a member of the Class, in any
25 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
26 wages due upon termination of an employee, are due and payable between the 16th and 26th day
27 of the month during which the work were performed.

28 105. Furthermore, at all times relevant hereto, Labor Code section 204 provides that all

1 wages earned by any employee, such as a member of the Class, in any employment between the
2 16th and last day, inclusive, of any calendar month, other than those wages due upon termination
3 of an employee, are due and payable between the 1st and 10th day of the following month.

4 106. During the Class Period, Defendants failed to pay Plaintiffs and the rest of the
5 Class wages for all hours worked. Specifically, Plaintiffs are informed and believes and thereon
6 alleges that Defendants did not compute and/or improperly deducted time from the actual or
7 correct amount of wages due Plaintiffs and the rest of the Class members.

8 107. During the Class Period, Defendants failed to pay Plaintiffs and the rest of the
9 Class members all wages earned and all compensation owed and therefore violated Labor Code
10 section 204. Accordingly, Plaintiffs and the rest of the Class are entitled to recover from
11 Defendants all damages, penalties and other remedies available for violation of Labor Code
12 section 204.

13 **NINTH CAUSE OF ACTION**

14 **(Against all Defendants for Failure to Reimburse Necessary Business Expenditures)**

15 **[Cal. Lab. Code § 2802]**

16 108. Plaintiffs incorporate by reference and realleges each and every allegation
17 contained above, as though fully set forth herein.

18 109. Defendants failed to indemnify Plaintiffs and the Class for all necessary
19 expenditures or losses incurred by Plaintiffs and the Class in direct consequence of the discharge
20 of their duties. Specifically, Defendants failed to indemnify Plaintiffs and the Class for
21 expenditures they incurred on their behalf, including without limitation, purchasing additional
22 uniforms as well as for maintaining such uniforms, specifically, washing and drying of Plaintiffs
23 and Class uniforms, in direct consequence of the discharge of their duties to Defendants.

24 110. Defendants failed to reimburse Plaintiffs and the Class for the cost of cleaning,
25 which was necessary for the discharge their duties, but would discipline any employee who failed
26 to adhere to its “dress code” policy.

27 111. Defendants failed to reimbursed Plaintiffs and the Class for all expenditures.

28 112. Plaintiffs and the Class are therefore entitled to be paid damages, attorney’s fees,

1 costs, interest, as well as all statutory penalties, against Defendants in accordance with California
2 Labor Code section 2802.

3 **TENTH CAUSE OF ACTION**
4 **(Private Attorneys General Act: Action for Civil Penalties)**
5 **[Cal. Lab. Code §§ 2698-2699.5]**

6 113. Plaintiffs incorporate by reference and reallege each and every allegation
7 contained above, as though fully set forth herein.

8 114. Labor Code §§ 2698 through 2699 - The Labor Code Private Attorney's General
9 Act of 2004 provides for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency, or any of its departments, divisions, commissions, boards, agencies or
11 employees for a violation of the California Labor Code, may be recovered through a civil action
12 by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other
13 current or former employees.

14 115. Whenever the Labor and Workforce Development Agency, or any of its
15 departments, divisions, commissions, boards agencies or employees has discretion to assess a
16 civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the
17 same limitations and conditions to assess a civil penalty.

18 116. Plaintiffs and the Class are "aggrieved employees" as defined by Labor Code §
19 2699 in that they are all current or former employees of Defendants, and one or more of the
20 alleged violations was committed against them.

21 117. On October 4, 2017, Plaintiff HERMELINDA AGUILAR gave written notice by
22 certified mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant
23 Carl's Jr. Restaurants, LLC of the specific provisions alleged to have been violated, including the
24 facts and theories to support the alleged violations as required by Labor Code § 2699.3. Please
25 see a true and correct copy of the letter sent to the LWDA and Defendant Carl's Jr. Restaurants,
26 LLC, dated October 4, 2017, attached herein as Exhibit "A."

27 118. Additionally, on February 24, 2016, Plaintiff SALVADOR OCHOA gave written
28 notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and to

1 Defendant Carl's Jr. Restaurants, LLC of the specific provisions alleged to have been violated,
2 including the facts and theories to support the alleged violations as required by Labor Code §
3 2699.3. Please see a true and correct copy of the letter sent to the LWDA and Defendant Carl's
4 Jr. Restaurants, LLC, dated February 24, 2016, attached herein as Exhibit "B."

5 119. Plaintiffs assert all of the claims in this Complaint against Defendants, individually
6 and on behalf of all aggrieved employees of the Plaintiff Class, in their joint capacities as private
7 attorney general, and seeks all statutory penalties available under the Labor Code.

8 120. Pursuant to Labor Code § 2699 Plaintiffs, individually and on behalf of all
9 aggrieved employees, request and are entitled to recover from Defendants: unpaid wages,
10 overtime compensation, rest and meal period compensation and penalties, waiting period wages
11 and penalties, and restitution according to proof, penalties for failure to keep accurate payroll
12 records, interest, attorney's fees and costs pursuant to Labor Code §§ 218.5, 1194(a), and 1174,
13 as well as all statutory penalties, and attorneys' fees against Defendants, including but not limited
14 to:
15

- 16 a) Penalties under Labor Code § 2699 in the amount of \$100 for each aggrieved
17 employee per pay period for each initial violation, and \$200 for each aggrieved
18 employee per pay period for each subsequent violation;
- 19 b) Penalties under Code of Regulations Title 8 § 11070 in the amount of \$50 for
20 each aggrieved employee per pay period for the initial violation, and \$200 for
21 each aggrieved employee per pay period for each subsequent violation; and
- 22 c) Any and all additional penalties and sums are provided by the Labor Code and/or
23 other statutes.

24 121. In addition thereto, Plaintiffs seek and are entitled to 50% of all penalties obtained
25 under Labor Code § 2699 to be allocated to the General Fund, and 25% of all penalties obtained
26 to be allocated to the Labor and Workforce Development Agency, for education of employers
27 and employees about their rights and responsibilities under the Labor Code and 25% to all
28 aggrieved employees.

1 122. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
2 costs pursuant to Labor Code §§ 2699, 218.5, 226, 1174, and 1194, and any other applicable
3 statute.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs and Plaintiff Class pray for judgment as follows;

- 6 1. That the Court determine that this action may be maintained as a class action
7 pursuant to Code of Civil Procedure section 382 and any other applicable law;
- 8 2. That Plaintiffs SALVADOR OCHOA and HERMELINDA AGUILAR be
9 designated as Class Representatives for the Class;
- 10 3. That Plaintiffs' counsel be designated as Class Counsel;
- 11 4. For compensatory damages;
- 12 5. For restitution of all monies due to Plaintiffs and Plaintiff Class as a result of
13 Defendant's unlawful/unfair business practices;
- 14 6. For waiting time penalties pursuant to Labor Code Section 203, on behalf of the
15 terminated or resigned employees;
- 16 7. For penalties pursuant to Labor Code section 226(a)(e), 226.7, and as otherwise
17 permitted by law;
- 18 8. For interest accrued to date;
- 19 9. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair
20 business practice complained herein;
- 21 10. For cost of suit and expenses;
- 22 11. For reasonable attorneys' fees;
- 23 12. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code § 2699; and
- 25 13. For all such other further relief as the Court may deem just and proper.

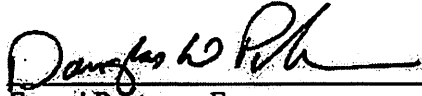
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Dated: June 24, 2019

RASTEGAR LAW GROUP, A.P.C.

By: 
Farzad Rastegar, Esq.
Douglas W. Perlman, Esq.
Attorneys for Plaintiff Salvador Ochoa

Dated: June 27, 2019

MAHONEY LAW GROUP, APC

By: 
Kevin Mahoney, Esq.
Shawn I. Pardo, Esq.
Attorneys for Plaintiff Hermelinda Aguilar

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DEMAND FOR JURY TRIAL

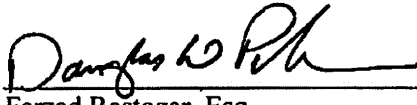
Plaintiffs hereby demand trial by jury on all issues so triable in the Complaint.

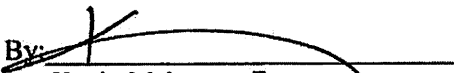
Dated: June 24, 2019

Dated: June, 27, 2019

RASTEGAR LAW GROUP, A.P.C.

MAHONEY LAW GROUP, APC

By: 
Farzad Rastegar, Esq.
Douglas W. Perlman, Esq.
Attorneys for Plaintiff Salvador Ochoa

By: 
Kevin Mahoney, Esq.
~~Shawn L. Pardo, Esq.~~
Attorneys for Plaintiff Hermelinda Aguilar

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Blvd., Suite 200, Torrance, California 90505.

On June 27, 2019 I served the following document or documents:

CONSOLIDATED CLASS ACTION COMPLAINT

By electronic transmission. On File & SeveXpress pursuant to court order.

Service List

Kevin Mahoney, Esq. Shawn I. Pardo, Esq. MAHONEY LAW GROUP, APC 249 East Ocean Blvd., Suite 814 Long Beach, CA 90802 Tel: (562) 590-5550 Fax: (562) 590-8400 kmahoney@mahoney-law.net spardo@mahoney-law.net	Attorneys for Plaintiff HERMELINDA AGUILAR, individually and on behalf of all others similar
Tyler Woods, Esq. FISHER & PHILLIPS 2050 Main Street, Suite 1000 Irvine, CA 92614 Tel.: (949) 851-2424 Fax: (949) 851-0152	Attorneys for Defendants CKE RESTAURANTS HOLDINGS, INC., CARL'S JR. RESTAURANTS, LLC, CARL'S JR. FUNDING, LLC, and ANDREW PUZDER

(State) I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 27, 2019, at Torrance, California.



Brittany Davalos