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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIA CHAVEZ, individual and class
representative on behalf of herself and all
other similarly situated non-exempt former
and current employees,

Plaintiff,

vs.

L.A. RESTAURANT MANAGEMENT,
INC., a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV39142

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
- 2. FAILURE TO PROVIDE REQUIRED REST PERIODS**
- 3. FAILURE TO PAY OVERTIME WAGES**
- 4. FAILURE TO PAY MINIMUM WAGE**
- 5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**
- 6. FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS**
- 7. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES**
- 8. UNFAIR AND UNLAWFUL BUSINESS PRACTICES**
- 9. PRIVATE ATTORNEY GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff MARIA CHAVEZ, individual, (“PLAINTIFF”), demanding a jury trial, on
2 behalf of herself and all other persons similarly situated, amends her complaint and alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter
6 because PLAINTIFF was and is a resident of the State of California, Defendants L.A.
7 RESTAURANT MANAGEMENT, INC., and DOES 1 through 100 (collectively,
8 “DEFENDANTS”) are qualified to do business in California and regularly conduct business in
9 California. Further, no federal question is at issue because the claims are based solely on
10 California law.

11 2. Venue is proper in this judicial district and the County of Los Angeles, California
12 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
13 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
14 business in the County of Los Angeles, and DEFENDANTS’ illegal payroll policies and
15 practices, which are the subject of this action, were applied, at least in part, to PLAINTIFF, and
16 other persons similarly situated, in the County of Los Angeles. Further, the amount in
17 controversy exceeds the sum of \$25,000.00, exclusive of interest and costs.

18 **PLAINTIFF**

19 3. Plaintiff MARIA CHAVEZ is a resident of the State of California who was
20 employed by DEFENDANTS as a non-exempt employee at times relevant to this Complaint.

21 4. PLAINTIFF, on behalf of herself and all other similarly situated current and
22 former non-exempt employees of DEFENDANTS who were employed by DEFENDANTS at
23 any time during the four (4) years preceding the filing of this complaint, and continuing while
24 this action is pending, bring this class action to recover, among other things, wages and penalties
25 from unpaid wages earned and due, including but not limited to unpaid minimum wages and
26 unpaid wages, unpaid and illegally calculated overtime compensation, illegal meal and rest
27 period policies, failure to timely pay wages, failure to pay all wages due to discharged or quitting
28 employees, failure to provide accurate itemized wage statements, failure to indemnify employees

1 for necessary expenditures and/or losses incurred in discharging their duties, and interest,
2 attorneys' fees, costs, and expenses.

3 5. PLAINTIFF bring this action on behalf of herself and the following similarly
4 situated class of individuals ("CLASS MEMBERS"): All current and former non-exempt
5 employees of L.A. RESTAURANT MANAGEMENT, INC., and DOES 1 through 100
6 (collectively, "L.A. RESTAURANT MANAGEMENT, INC.") who worked at any location in
7 the State of California at any time within the period beginning four (4) years prior to the filing of
8 the this action, and ending at the time this action settles or proceeds to final judgment (the
9 "CLASS PERIOD").

10 6. PLAINTIFF reserve the right to name additional class representatives.

11 **DEFENDANTS**

12 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant L.A.
13 RESTAURANT MANAGEMENT, INC. is, and at all times relevant hereto was, a company
14 authorized to do business in the State of California and doing business in the State of California.
15 Specifically, upon information and belief, Defendant L.A. RESTAURANT MANAGEMENT,
16 INC. conducts business in the County of Los Angeles, State of California.

17 9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
18 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
19 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
20 designated as a DOE is in some manner responsible for the occurrences alleged herein, and that
21 PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately
22 caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to
23 amend this complaint to allege the true names and capacities of such DOE Defendants when
24 ascertained.

25 10. At all relevant times herein, DEFENDANTS were the joint employers of
26 PLAINTIFF and the CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
27 alleges, that at all times material to this complaint DEFENDANTS, as categorized above, were
28 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,

principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the other. Each DEFENDANT, as categorized above, was completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the other. Each DEFENDANT is also a joint employer per California Labor Code Sections 2810, 2810.3, 2810.4 and 2810.5.

11. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to provide accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock, in violation of the California Labor Code and the applicable IWC Wage Order.

12. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein was performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

13. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

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CLASS ACTION ALLEGATIONS

1 14. This action is appropriately suited for a class action because:

2 A. The potential class is a significant number. Joinder of all current and
3 former employees individually would be impractical.

4 B. This action involves common questions of law and fact to the potential
5 class because the action focuses on DEFENDANTS' systematic course of illegal payroll
6 practices and policies, which was applied to all non-exempt employees in violation of the
7 California Labor Code, IWC Wage Orders, and the California Business and Professions Code
8 which prohibits unfair and unlawful business practices arising from such violations.

9 C. The claims of PLAINTIFF are typical of the class because
10 DEFENDANTS subjected all non-exempt employees to identical violations of the California
11 Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

12 D. PLAINTIFF are able to fairly and adequately protect the interests of all
13 CLASS MEMBERS because it is in their best interest to prosecute the claims alleged herein to
14 obtain full compensation due to the CLASS MEMBERS for all services rendered and hours
15 worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor
12 Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

13 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who
15 were not provided with a meal period, in accordance with the applicable wage order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

18 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
2 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
3 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
4 hours on the seventh consecutive day of work in any workweek.

5 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
8 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
9 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
10 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
11 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
14 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
15 worked; illegally rounding the work hours of PLAINTIFF and CLASS MEMBERS; failing to
16 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
17 period; and other methods to be discovered.

18 27. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS
21 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
22 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
23 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
24 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
25 this Court.

26 28. DEFENDANTS' conduct described herein violates California Labor Code §§
27 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor
28 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California

1 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover
2 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
3 fees, expenses, and costs of suit.

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5 **FOURTH CAUSE OF ACTION**

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 **(Against all DEFENDANTS)**

9 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
10 the allegations in all preceding paragraphs.

11 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
12 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
13 worked in a payroll period is unlawful.

14 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
15 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
16 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
17 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
18 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
19 worked; illegally rounding the work hours of PLAINTIFF and CLASS MEMBERS; failing to
20 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
21 period; and other methods to be discovered.

22 32. DEFENDANTS' conduct described herein violates California Labor Code §§
23 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
24 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
25 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
26 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
27 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
28 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

15 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of
18 continued compensation to the employee at the same rate for up to 30 workdays.

19 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
20 accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance
21 with California Labor Code §§ 201, 202, and 203.

22 38. Specifically here, PLAINTIFF and CLASS MEMBERS were not paid for all
23 hours worked, overtime pay, vacation hours accrued, meal period premiums, rest period
24 premiums, within the times required from the moment of termination or from when they quit.
25 This failure by DEFENDANTS to pay these wages due at the time of separation, entitle
26 PLAINTIFF and CLASS MEMBERS

27 39. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
28 statutory penalties, including the waiting time penalties provided in California Labor Code §

203, together with interest thereon, as well as other available remedies.

40. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

42. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

43. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

44. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to

1 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and an award of costs,
2 expenses, and reasonable attorneys' fees, including but not limited to those provided in
3 California Labor Code § 226(e), as well as other available remedies.

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5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
7 **Duties**

8 **[Cal. Labor Code § 2802]**

9 **(Against all DEFENDANTS)**

10 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
11 the allegations in all preceding paragraphs.

12 46. California Labor Code § 2802(a) requires an employer to indemnify an employee
13 for all necessary expenditures or losses incurred by the employee in direct consequence of the
14 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

15 47. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
16 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
17 in direct consequence of the discharge of their duties while working under the direction of
18 DEFENDANTS, including but not limited to expenses for uniforms, travel expenses, cell phone
19 usage, and other employment-related expenses, in violation of California Labor Code § 2802.

20 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
22 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
23 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
24 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
25 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
26 available remedies.

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1 **EIGHT CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 50. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure
11 and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements,
13 DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for
14 necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair
15 and unlawful business practice under California Business and Professions Code § 17200 et seq.

16 51. DEFENDANTS' violations of California wage and hour laws constitute a
17 business practice because DEFENDANTS' aforementioned acts and omissions were done
18 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
19 PLAINTIFF and CLASS MEMBERS.

20 52. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
21 rest periods, and other benefits as required by the California Labor Code, the California Code of
22 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
23 record, report, and pay the correct sums of assessment to the state authorities under the
24 California Labor Code and other applicable regulations.

25 53. As a result of DEFENDANTS' unfair and unlawful business practices,
26 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
27 expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS
28 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS

MEMBERS.

54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

[Cal. Labor Code §§2698, et seq.]

(Against All DEFENDANTS)

55. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

56. PLAINTIFF and the PUTATIVE P.A.G.A. CLASS are aggrieved employees, as defined in Labor Code §2699(a). PLAINTIFF and the PUTATIVE P.A.G.A. CLASS bring this cause of action on behalf of herself as affected by the labor law violations alleged in this Complaint.

57. PLAINTIFF allege that all of the acts and violation complained of herein were suffered by PLAINTIFF and the PUTATIVE P.A.G.A. CLASS, and were done so directly through, or as a result of, the DEFENDANTS act and/or omissions. PLAINTIFF is informed and believes, and based thereupon allege, that all of the labor code violations complained of herein were suffered by PLAINTIFF and the PUTATIVE P.A.G.A. CLASS.

58. DEFENDANTS committed the following violations of the California Labor Code against PLAINTIFF and the PUTATIVE P.A.G.A. CLASS, and, on information and belief, against other current or former employees while they were employed by DEFENDANTS:

a. DEFENDANTS violated Labor Code § 226 by failing to provide accurate

1 itemized wage statements to PLAINTIFF and the PUTATIVE P.A.G.A. CLASS;

2 b. DEFENDANTS violated Labor Code § 226.7 and provisions of the
3 Industrial Welfare Commission Wage Order 5-2001 by failing to provide mandatory meal
4 periods and rest periods to PLAINTIFF and the PUTATIVE P.A.G.A. CLASS;

5 c. DEFENDANTS violated Labor Code § 1182, et sq. and § 1198 and
6 provisions of Industrial Welfare Commission Wage Order 5-2001 by failing to pay PLAINTIFF
7 and the Non-exempt PUTATIVE P.A.G.A. CLASS all wages due for all hours worked, and by
8 failing to keep accurate information with respect to hours worked, including the actual beginning
9 and ending of each work period and meal period;

10 d. DEFENDANTS violated Labor Code § 2802 when they failed, and
11 continuing to fail to, reimburse and indemnify PLAINTIFF and the PUTATIVE P.A.G.A.
12 CLASS for items purchased by PLAINTIFF and the PUTATIVE P.A.G.A. CLASS required to
13 complete their duties as required by Defendants; and

14 108. On January 1, 2020, notice was sent to DEFENDANTS and the Labor and
15 Workforce Development Agency (hereinafter “LWDA”) via Certified First Class USPS Mail,
16 notifying them of the specific violations and the facts and theories supporting those violations.
17 More than sixty-five (65) days had passed between the date the notice was mailed to the
18 DEFENDANTS/LWDA and the filing of the Original Complaint in this matter.

19 109. Pursuant to Labor Code §2699(a), PLAINTIFF and the Non-exempt PUTATIVE
20 P.A.G.A. CLASS seek to recover civil penalties, as otherwise provided by statute, for which
21 DEFENDANTS are liable as a result of their violations of the following Labor Code sections, in
22 an amount to be proven at trial: Labor Code §§ 201, 202, and 203, penalties pursuant to Labor
23 Code § 210; for violations of Labor Code § 226 and provisions of the applicable Industrial Wage
24 Order, penalties pursuant to Labor Code § 226.3; for violations of Labor Code § 226.7, 558, and
25 provisions of the applicable Industrial Wage Order, penalties pursuant to Labor Code § 558,
26 including an amount sufficient to recover underpaid wages due PLAINTIFF and PLAINTIFF
27 CLASS; for violations of Labor Code §§ 1182, 1182.12, and 1198 and provisions of the
28 applicable Industrial Wage Order, penalties pursuant to Labor Code § 1197.1; all in amounts to

1 be proven at trial.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
3 situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 100, inclusive,
4 and each of them, as follows:

- 5 1. For compensatory damages in an amount to be ascertained at trial;
- 6 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
7 as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 8 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
9 and IWC Wage Order No. 5-2001;
- 10 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 11 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
12 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
13 from engaging in the unlawful business practices complained of herein;
- 14 6. For waiting time penalties pursuant to California Labor Code § 203;
- 15 7. For statutory and civil penalties according to proof, including but not limited to all
16 penalties authorized by the California Labor Code §§ 210, 226.3, 226(e), 558, 1197.1, and 2699;
- 17 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
18 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
19 provision providing for pre-judgment interest;
- 20 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
21 218.5, 1021.5, 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable
22 provisions providing for attorneys' fees and costs;
- 23 10. For declaratory relief;
- 24 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
25 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 26 12. For an order appointing PLAINTIFF as a class representative, and PLAINTIFF's
27 counsel as class counsel; and
- 28 13. For such further relief that the Court may deem just and proper.

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DATED: June 21, 2021

Respectfully submitted,

SOLOUKI | SAVOY, LLP

SHOHAM J. SOLOUKI

By: _____

SHOHAM J. SOLOUKI

GRANT JOSEPH SAVOY

Attorneys for Plaintiff and the Proposed Class

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DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of herself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: June 21, 2021

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: SHOHAM J. SOLOUKI
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff and the Proposed Class

PROOF OF SERVICE

I am a resident of the State of California, over eighteen years of age, and not a party to this action. My business address is 316 W. 2nd Street, Suite 1200, Los Angeles, CA 90012.

On, June 21, 2021, I served the within documents:

FIRST AMENDED CLASS ACTION COMPLAINT

BY MAIL: I am "readily familiar" with the office's practice of collection and processing of correspondence for mailing. It is deposited in a sealed envelope with the U.S. Postal Service on that same day with postage thereon fully prepaid, at Los Angeles, CA, in the ordinary course of business, addressed as set forth below.

☒ BY ELECTRONIC SERVICE: I caused the documents to be sent to the persons at the email addressed listed below via email, as ordered by the court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Oscar A. Acosta, Esq. (SBN 102584)
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*Attorneys for Defendant L.A.
RESTAURANT MANAGEMENT, INC*

I certify (or declare), under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.

Executed on June 21, 2021, at Los Angeles, California.

SHOHAM Y. SOLOUKI

Shoham Solouki