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BY FAX

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9 and on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles

OCT 09 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Kristina Verges Deputy
Kristina Verges

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

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

16 Plaintiff,

17 vs.

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

21 Defendants.

Case No.: 20STCV39142

CLASS ACTION

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 TIMELY PAY WAGES
6. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES
7. FAILURE TO MAINTAIN REQUIRED RECORDS
8. FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS
9. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES
10. UNFAIR AND UNLAWFUL BUSINESS PRACTICES
11. 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, alleges as follows

3 **JURISDICTION AND VENUE**

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

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

17 **PLAINTIFF**

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

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

1 discharging their duties, and interest, attorneys' fees, costs, and expenses

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

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

10 **DEFENDANTS**

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

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

24 10. At all relevant times herein, DEFENDANTS were the joint employers of
25 PLAINTIFF and the CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
26 alleges, that at all times material to this complaint DEFENDANTS, as categorized above, were
27 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
28 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or

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1 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
2 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
3 other. Each DEFENDANT, as categorized above, was completely dominated by his, her or its
4 co-DEFENDANT, and each was the alter ego of the other. Each DEFENDANT is also a joint
5 employer per California Labor Code Sections 2810, 2810.3, 2810.4 and 2810.5.

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

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

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

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CLASS ACTION ALLEGATIONS

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

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

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

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

D. PLAINTIFF are able to fairly and adequately protect the interests of all CLASS MEMBERS because it is in their best interest to prosecute the claims alleged herein to obtain full compensation due to the CLASS MEMBERS for all services rendered and hours 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 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

4 **(Against all DEFENDANTS)**

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

7 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12

11 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
12 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
13 provided with a rest period, in accordance with the applicable wage order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest period was not
15 provided.

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

19
20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

23 **(Against all DEFENDANTS)**

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

26 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
27 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
28 all overtime, which is calculated at one and one-half (1 1/2) times the regular rate of pay for all

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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 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
17 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and
18 other methods to be discovered.

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

27 28. DEFENDANTS' conduct described herein violates California Labor Code §§
28 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor

1 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
2 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover
3 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
4 fees, expenses, and costs of suit.

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6 **FOURTH CAUSE OF ACTION**

7 **Failure to Pay Minimum Wages**

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

9 **(Against all DEFENDANTS)**

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

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

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

24 32. DEFENDANTS' conduct described herein violates California Labor Code §§
25 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
26 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
27 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
28 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and

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

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4 **FIFTH CAUSE OF ACTION**

5 **Failure to Timely Pay Wages During Employment**

6 **[Cal. Labor Code § 204]**

7 **(Against All DEFENDANTS)**

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

10 34. Pursuant to California Labor Code § 204, for all labor performed between the 1st
11 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
12 employees between the 16th and 26th day of the month during which the labor was performed.
13 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
14 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
15 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
16 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
17 no later than the payday of the next regular payroll period.

18 35. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
19 pay PLAINTIFF and CLASS MEMBERS all the wages they earned when due as required by
20 California Labor Code § 204.

21 36. Pursuant to California Labor Code § 210, failure to pay the wages of each
22 employee as provided in California Labor Code § 204 will subject DEFENDANTS to a civil
23 penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial
24 violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-
25 five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

26 37. DEFENDANTS' conduct described herein violates California Labor Code § 204.
27 As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS
28 have been damaged in an amount according to proof at trial. Therefore, pursuant to California

1 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under
2 the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to
3 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
4 attorneys' fees, expenses, and costs of suit.

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6 **SIXTH CAUSE OF ACTION**

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

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

9 **(Against all DEFENDANTS)**

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

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

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

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

24 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
25 accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance
26 with California Labor Code §§ 201, 202, and 203.

27 43. 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 §

1 203, together with interest thereon, as well as other available remedies.

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

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8 **SEVENTH CAUSE OF ACTION**

9 **Failure to Maintain Required Records**

10 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

11 **(Against all DEFENDANTS)**

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

14 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
15 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
16 DEFENDANTS knowingly and intentionally failed to maintain records as required under
17 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
18 limited to the following records: total daily hours worked by each employee; applicable rates of
19 pay; all deductions; meal periods; time records showing when each employee begins and ends
20 each work period; and accurate itemized statements.

21 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
23 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
24 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
25 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
26 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to
27 those provided in California Labor Code § 226(e), as well as other available remedies.

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EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

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

(Against all DEFENDANTS)

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

49. 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.

50. 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).

51. 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 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

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

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

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

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

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1 **TENTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

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

4 **(Against all DEFENDANTS)**

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

7 57. 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 maintain required records, DEFENDANTS' failure and
14 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
15 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
16 under California Business and Professions Code § 17200 et seq.

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

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

26 60. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
28 expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS

1 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
2 MEMBERS.

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

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11 **ELEVENTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **[Cal. Labor Code §§2698, et seq.]**

14 **(Against All DEFENDANTS)**

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

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

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

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

1 a DEFENDANTS violated Labor Code § 204 by failing to pay all wages
2 due to PLAINTIFF and the PUTATIVE P.A.G.A. CLASS on a bi-weekly basis, in compliance
3 with those provisions;

4 b DEFENDANTS violated Labor Code § 226 by failing to provide accurate
5 itemized wage statements to PLAINTIFF and the PUTATIVE P.A.G.A. CLASS;

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

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

14 e DEFENDANTS violated Labor Code § 2802 when they failed, and
15 continuing to fail to, reimburse and indemnify PLAINTIFF and the PUTATIVE P.A.G.A.
16 CLASS for items purchased by PLAINTIFF and the PUTATIVE P.A.G.A. CLASS required to
17 complete their duties as required by Defendants; and

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

23 109. Pursuant to Labor Code §2699(a), PLAINTIFF and the Non-exempt PUTATIVE
24 P.A.G.A. CLASS seek to recover civil penalties, as otherwise provided by statute, for which
25 DEFENDANTS are liable as a result of their violations of the following Labor Code sections, in
26 an amount to be proven at trial: Labor Code §§ 201, 202, 203 and 204, penalties pursuant to
27 Labor Code § 210; for violations of Labor Code § 226 and provisions of the applicable Industrial
28 Wage Order, penalties pursuant to Labor Code § 226.3; for violations of Labor Code § 226.7,

1 558, and provisions of the applicable Industrial Wage Order, penalties pursuant to Labor Code §
2 558, including an amount sufficient to recover underpaid wages due PLAINTIFF and
3 PLAINTIFF CLASS; for violations of Labor Code §§ 1182, 1182.12, and 1198 and provisions of
4 the applicable Industrial Wage Order, penalties pursuant to Labor Code § 1197.1; all in amounts
5 to 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, Ninth, and Tenth 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

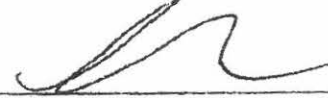
28 13. For such further relief that the Court may deem just and proper.

1 DATED: August 1, 2020

Respectfully submitted,

2 SOLOUKI | SAVOY, LLP

3
4 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: August 1, 2020

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: _____

SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY

Attorneys for Plaintiff and the Proposed Class

10/14/2020