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9 and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET

10 LAURA SANCHEZ, individual and class
11 representative on behalf of herself and all
12 other similarly situated non-exempt former
13 and current employees,

14 Plaintiffs,

15 vs.

16 PIAZZA FAMILY RESTAURANTS, INC.,
17 a California Corporation; and DOES 1
18 through 100, inclusive,

19 Defendants.

Case No.: 21STCV16971
Hon.: HON. ELIHU M. BERLE
Dept.: 6 (SSC)

**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 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 ATTORNEYS GENERAL ACT OF 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff LAURA SANCHEZ, individual and class representative on behalf of herself and
2 all other similarly situated non-exempt former and current employees (“PLAINTIFFS”),
3 demanding a jury trial, on behalf of themselves and all other persons similarly situated, hereby
4 amends her complaint and allege as follows:

5 **JURISDICTION AND VENUE**

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

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

19 **PLAINTIFFS**

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

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

employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFFS bring this action on behalf of themselves and the following similarly situated class of individuals ("CLASS MEMBERS"): All current and former non-exempt employees of DEFENDANTS who worked at any locations in the State of California at any time within the period beginning four (4) years prior to the filing of the this action, and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD").

6. PLAINTIFFS reserve the right to name additional class representatives.

DEFENDANTS

7. PLAINTIFFS are informed and believe, and thereon allege, that Defendant PIAZZA FAMILY RESTAURANTS, INC., a California Corporation is, and at all times relevant hereto was, a company authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, Defendant PIAZZA FAMILY RESTAURANTS, INC. conducts business in the County of LOS ANGELES, State of California.

8. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under fictitious names.

9. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE Defendants when ascertained.

10. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFFS and the CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon allege, that at all times material to this complaint DEFENDANTS, as categorized above, were 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.

11. At all relevant times herein, PLAINTIFFS 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 PLAINTIFFS 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 properly maintain records; failing to provide accurate itemized statements for each pay period; failing to properly compensate PLAINTIFFS and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock, in violation of the California Labor Code and the applicable IWC Wage Order.

12. PLAINTIFFS are informed and believe, and thereon allege, 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, PLAINTIFFS 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.

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.

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

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

9 D. PLAINTIFFS is able to fairly and adequately protect the interests of all CLASS
10 MEMBERS because it is in their best interest to prosecute the claims alleged herein to obtain full
11 compensation due to the CLASS MEMBERS for all services rendered and hours worked.

12
13 **FIRST CAUSE OF ACTION**

14 **Failure to Provide Required Meal Periods**

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

16 **(Against all DEFENDANTS)**

17 15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the allegations in all preceding paragraphs.

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

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

1 meal period was not provided.

2 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
3 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFFS and CLASS
4 MEMBERS for all hours worked during their meal periods.

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

8
9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Rest Periods**

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

12 **(Against all DEFENDANTS)**

13 20. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
14 the allegations in all preceding paragraphs.

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

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

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

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

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

4 **(Against all DEFENDANTS)**

5 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
8 2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS
9 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
10 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
11 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
12 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
13 hours on the seventh consecutive day of work in any workweek.

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

28 27. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS
3 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
4 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
5 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
6 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
7 this Court.

8 28. DEFENDANTS' conduct described herein violates California Labor Code §§
9 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor
10 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
11 Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
12 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
13 attorneys' fees, expenses, and costs of suit.

14
15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wages**

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

18 **(Against all DEFENDANTS)**

19 29. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
20 the allegations in all preceding paragraphs.

21 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
22 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
23 worked in a payroll period is unlawful.

24 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
25 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
26 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
27 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
28 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS

MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS MEMBERS; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods to be discovered.

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

FIFTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

(Against All DEFENDANTS)

33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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

35. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by

1 California Labor Code § 204.

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

7 37. DEFENDANTS' conduct described herein violates California Labor Code § 204.
8 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
9 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
10 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under
11 the Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
12 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
13 attorneys' fees, expenses, and costs of suit.

14
15 **SIXTH CAUSE OF ACTION**

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

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

18 **(Against all DEFENDANTS)**

19 38. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
20 the allegations in all preceding paragraphs.

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

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

1 quitting.

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

6 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
7 accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance
8 with California Labor Code §§ 201, 202, and 203.

9 43. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
10 statutory penalties, including the waiting time penalties provided in California Labor Code §
11 203, together with interest thereon, as well as other available remedies.

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

17
18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Maintain Required Records**

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

21 **(Against all DEFENDANTS)**

22 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
23 the allegations in all preceding paragraphs.

24 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
25 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
26 DEFENDANTS knowingly and intentionally failed to maintain records as required under
27 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
28 limited to the following records: total daily hours worked by each employee; applicable rates of

1 pay; all deductions; meal periods; time records showing when each employee begins and ends
2 each work period; and accurate itemized statements.

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

10 11 **EIGHTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

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

14 **(Against all DEFENDANTS)**

15 48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
16 the allegations in all preceding paragraphs.

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

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

28 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,

1 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
2 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
3 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
4 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
5 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
6 California Labor Code § 226(e), as well as other available remedies.

7
8 **NINTH CAUSE OF ACTION**

9 **Failure to Indemnify Employees for Necessary Expenditures**

10 **Incurred in Discharge of Duties**

11 **[Cal. Labor Code § 2802]**

12 **(Against all DEFENDANTS)**

13 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
14 the allegations in all preceding paragraphs.

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

18 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
19 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
20 incurred in direct consequence of the discharge of their duties while working under the direction
21 of DEFENDANTS, including but not limited to expenses for uniforms, travel expenses, cell
22 phone usage, and other employment-related expenses, in violation of California Labor Code §
23 2802.

24 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
27 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
28 entitled to all available statutory penalties and an award of costs, expenses, and reasonable

1 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
2 available remedies.

3
4 **TENTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

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

7 **(Against all DEFENDANTS)**

8 56. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the allegations in all preceding paragraphs.

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

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

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

1 60. As a result of DEFENDANTS' unfair and unlawful business practices,
2 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
3 expense of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS
4 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and
5 CLASS MEMBERS.

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

13
14 **ELEVENTH CAUSE OF ACTION**

15 **Unfair and Unlawful Business Practices**

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

17 **(Against all DEFENDANTS)**

18 62. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
19 the allegations in all preceding paragraphs.

20 63. PLAINTIFFS and CLASS MEMBERS are "aggrieved employees" under PAGA,
21 as they were employed by DEFENDANTS during the applicable statutory period and suffered
22 one or more of the Labor Code violations set forth herein. Accordingly, they seeks to recover on
23 behalf of themselves and all other current and former aggrieved employees of DEFENDANTS,
24 the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

25 64. PLAINTIFFS and CLASS MEMBERS seek to recover the PAGA civil penalties
26 through a representative action permitted by PAGA and the California Supreme Court in *Arias v.*
27 *Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims is not
28 required.

1 65. PLAINTIFFS and CLASS MEMBERS seek civil penalties pursuant to PAGA for
2 violations of the following Labor Code provisions:

3 a. failure to provide prompt payment of wages to Labor Code §§ 200, 201, 202,
4 203;

5 b. failure to provide accurate itemized wage statements to employees in violation
6 of Labor Code §§ 226(a), 1174, and 1174.5;

7 c. failure to provide meal and rest periods in violation of Wage Order No. 1 and
8 Labor Code §§ 226.7, 512, and 558;

9 d. failure to pay overtime wages in violation of Wage Order No. 1 and Labor
10 Code §§ 510, 558, 1194 and 1198;

11 e. failure to pay minimum wages in violation of Wage Order No. 1 and Labor
12 Code §§ 1182.12, 1194, and 1197;

13 f. failure to provide itemized wage statements to employees in violation of Labor
14 Code §§ 226(a); and failure to pay all wages twice during each calendar month on
15 days designated in advance by the employer as the regular paydays in violation of
16 Labor Code § 204;

17 g. Failure to Maintain Records in violation of Labor Code § 226 (c) and 1198.5.

18 66. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a
19 civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250)
20 per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
21 employee for each subsequent violation of Labor Code § 226(a).

22 67. With respect to violations of Labor Code §§ 510, 512, Labor Code § 558 imposes
23 a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
24 violations for each underpaid employee for each pay period for which the employee was
25 underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred
26 dollars (\$100) for subsequent violations for each underpaid employee for each pay period for
27 which the employee was underpaid in addition to an amount sufficient to recover underpaid
28 wages. Moreover, Plaintiffs seeks civil penalties in the amount of unpaid wages owed to

aggrieved employees pursuant to Labor Code § 558(a)(3).

68. With respect to violations of Labor Code § 1174, Labor Code § 1174.5 imposes a civil penalty of \$500.

69. Labor Code § 2699 et seq. imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code §§ 200, 201, 202, 203, 226, 226.7, 226.8, 350, 351, 1174, 1182.12, 1194, 1197, 1198, 1198.5 and 2802.

70. On May 4, 2021, PLAINTIFFS gave written notice by certified mail of DEFENDANTS' violations of various provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency ("LWDA") and DEFENDANTS.

71. The LWDA did not provide notice of its intention to investigate DEFENDANTS' alleged violations within sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff. See Cal. Lab. Code § 2699.3(a)(2)(A).

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PRAYER FOR RELIEF

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

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

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DATED: September 15, 2021

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: *Shoham Solouki*
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff
LAURA SANCHEZ and Putative Class

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DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all other persons similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: September 15, 2021

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: Shoham Solouki
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff
LAURA SANCHEZ and Putative Class

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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, September 15, 2021, I served the following documents:

FIRST AMENDED CLASS ACTION COMPLAINT

☐ BY FAX: by transmitting via facsimile the document(s) listed above to the following fax number(s) listed 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.

☐ BY PERSONAL DELIVERY: by causing personal delivery (by hand) of the documents listed above to the person(s) at the address set forth below.

☐ BY OVERNIGHT MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States express mail at Los Angeles, CA, addressed as set forth below.

☐ 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.

[SEE ATTACHED SERVICE LIST]

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

Executed on September 15, 2021, at Los Angeles, California.

Shoham Solouki

Shoham Solouki

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SERVICE LIST

LYNE A. RICHARDSO lyne.richardson@ogletree.com Glendy Lau glendy.lau@ogletree.com OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 19191 S. Vermont Avenue Suite 950 Torrance, CA 90071 Telephone: 310.217.8191 Facsimile: 310.217.8184	<i>Defendant PIAZZA FAMILY RESTAURANTS, INC.</i>
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