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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 — SPRING STREET COURT

MANUEL ARELLANO MARTINEZ, an
individual and class representative on behalf
of himself and all other similarly situated
non-exempt former and current employees,

Plaintiff,

vs.

GIULIANO-PAGANO CORPORATION, a
California Corporation; NANCY
GIULIANO, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No: 22STCV07482
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. PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

1 Plaintiff MANUEL ARELLANO MARTINEZ, an individual, ("PLAINTIFF"),
2 demanding a jury trial, on behalf of himself and all other persons similarly situated, hereby files
3 this First Amended Complaint and alleges as 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 GIULIANO-
7 PAGANO CORPORATION, a California Corporation; NANCY GIULIANO, an individual; and
8 DOES 1 through 100, inclusive (collectively, "DEFENDANTS") are qualified to do business in
9 California and regularly conduct business in California. Further, no federal question is at issue
10 because the claims are based solely on 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 MANUEL ARELLANO MARTINEZ is a resident of the State of
20 California who was employed by DEFENDANTS as a non-exempt employee at times relevant to
21 this Complaint.

22 4. PLAINTIFF, on behalf of himself 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. PLAINTIFF bring this action on behalf of himself 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"). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant GIULIANO-PAGANO 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 GIULIANO-PAGANO CORPORATION conducts business in the County of Los Angeles, State of California.

7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant NANCY GIULIANO is, and at all times relevant hereto was, an individual who resides in the State of California, is authorized to do business in the State of California, and doing business in the State of California. Specifically, upon information and belief, Defendant NANCY GIULIANO conducts business in the County of Los Angeles, State of California. PLAINTIFF is informed and believes that Defendant NANCY GIULIANO an executive of DEFENDANTS. PLAINTIFF is informed and believes that Defendant NANCY GIULIANO is an employer (as defined in the California Labor Code), or acted on behalf on an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 558.1, 1193.6, 1194, or 2802, and thus may be held liable as the employer for such violation(s).

8. The true names and capacities of DOES 1 through 100, inclusive, are unknown to

1 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
2 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
3 designated as a DOE is in some manner responsible for the occurrences alleged herein, and that
4 PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately
5 caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to
6 amend this complaint to allege the true names and capacities of such DOE Defendants when
7 ascertained.

8 9. At all relevant times herein, DEFENDANTS were the joint employers of
9 PLAINTIFF and the CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
10 alleges, that at all times material to this complaint DEFENDANTS, as categorized above, were
11 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
12 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
13 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
14 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
15 other.

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

27 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every
28 one of the acts and omissions alleged herein was performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
2 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
3 and scope of said agency, employment and/or direction and control.

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

8 **CLASS ACTION ALLEGATIONS**

9 13. This action is appropriately suited for a class action because:

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

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

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

20 D. PLAINTIFF is able to fairly and adequately protect the interests of all
21 CLASS MEMBERS because it is in their best interest to prosecute the claims alleged herein to
22 obtain full compensation due to the CLASS MEMBERS for all services rendered and hours
23 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 Nos. 1-2001, 7-2001,**
4 **and 8-2001, § 11]**

5 **(Against all DEFENDANTS)**

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

8 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
10 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
11 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
12 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor
13 Code § 226.7, 512 and IWC Order Nos. 1-2001, 7-2001, and 8-2001, § 11.

14 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
15 Order Nos. 1-2001, 7-2001, and 8-2001, § 11 by failing to compensate PLAINTIFF and CLASS
16 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
17 order, one additional hour of compensation at each employee's regular rate of pay for each
18 workday that a meal period was not provided.

19 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
20 1197, and IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001 by failing to compensate
21 PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

22 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
23 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
24 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 Nos. 1-2001, 7-2001, and 8-2001, § 12]**

4 **(Against all DEFENDANTS)**

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

7 20. 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 Nos. 1-2001, 7-2001, and 8-
11 2001, § 12.

12 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
13 Order Nos. 1-2001, 7-2001, and 8-2001, § 12 by failing to pay PLAINTIFF and CLASS
14 MEMBERS who were not provided with a rest period, in accordance with the applicable wage
15 order, one additional hour of compensation at each employee's regular rate of pay for each
16 workday that a rest period was not provided.

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

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order Nos. 1-2001, 7-2001,**
23 **and 8-2001, § 3]**

24 **(Against all DEFENDANTS)**

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

27 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 1-
28 2001, 7-2001, and 8-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and

1 CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the
2 regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40)
3 hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double
4 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
5 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

6 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
7 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
8 Order Nos. 1-2001, 7-2001, and 8-2001. During the CLASS PERIOD, DEFENDANTS failed to
9 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
10 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
11 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
12 provided by California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 1-2001, 7-2001,
13 and 8-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
14 off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
15 through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and
16 CLASS MEMBERS worked; illegally rounding the work hours of PLAINTIFF and CLASS
17 MEMBERS; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records;
18 failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for
19 each pay period; and other methods to be discovered.

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

28 27. DEFENDANTS' conduct described herein violates California Labor Code §§

510, 1194, 1198 and IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF 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.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

**[Cal Labor Code §§ 1194, 1197; IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 4]
(Against all DEFENDANTS)**

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

29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

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

31. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF 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

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

4 **FIFTH CAUSE OF ACTION**

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

6 **[Cal. Labor Code § 204]**

7 **(Against All DEFENDANTS)**

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

10 33. 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 34. 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 35. 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 36. 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.

5 **SIXTH CAUSE OF ACTION**

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

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

8 **(Against all DEFENDANTS)**

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

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

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

20 40. 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 41. 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 42. 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.

43. 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.

SEVENTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174; IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 7]

(Against all DEFENDANTS)

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

45. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

46. 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 are entitled to 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 **EIGHTH CAUSE OF ACTION**

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

3 **[Cal. Labor Code §§ 226; IWC Wage Order Nos. 1-2001, 7-2001, and 8-2001, § 7]**

4 **(Against all DEFENDANTS)**

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

7 48. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the inclusive dates of the period for which the employee is paid, the name and
11 address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all
12 applicable hourly rates in effect during each pay period and the corresponding number of hours
13 worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order
14 Nos. 1-2001, 7-2001, and 8-2001, § 7.

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

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

3 **Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

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

8 52. 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 his or her duties, or of his or her obedience to the directions of the employer.

11 53. 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 54. 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.

23 **TENTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

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

26 **(Against all DEFENDANTS)**

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

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

11 57. DEFENDANTS' violations of California wage and hour laws constitute a
12 business practice because DEFENDANTS' aforementioned acts and omissions were done
13 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
14 PLAINTIFF and CLASS MEMBERS.

15 58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
16 rest periods, and other benefits as required by the California Labor Code, the California Code of
17 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
18 record, report, and pay the correct sums of assessment to the state authorities under the
19 California Labor Code and other applicable regulations.

20 59. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
22 expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS
23 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
24 MEMBERS.

25 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
27 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
28 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.

1 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
2 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
3 jurisdiction of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **Private Attorneys General Act**

6 **[Cal. Labor Code § 2698 *et seq.*]**

7 **(Against all DEFENDANTS)**

8 16. PLAINTIFF hereby incorporates by reference all other allegation contained in this
9 Complaint as though fully set forth herein.

10 17. PLAINTIFF and CLASS MEMBERS are aggrieved employees as defined in
11 Labor Code § 2699(a).

12 18. PLAINTIFF and CLASS MEMBERS bring this cause on behalf of themselves as
13 affected by the labor law violations alleged in this Complaint.

14 19. Defendants committed the following violations of the California Labor Code
15 against PLAINTIFF and CLASS MEMBERS, and, on information and belief, against other
16 current or former employees while they were employed by Defendants:

- 17 a. Defendants violated Labor Code § 201 and 202 by failing to pay PLAINTIFF and
18 CLASS MEMBERS all wages due on the date of the employee's involuntary
19 termination or within 72 hours of receipt of notice of employee's voluntary
20 termination.
- 21 b. Defendants violated Labor Code § 204 by failing pay all wages due to
22 PLAINTIFF and CLASS MEMBERS on a weekly basis, in compliance with
23 those provisions.
- 24 c. Defendants violated Labor Code § 246 by failing to provide PLAINTIFF and
25 CLASS MEMBERS with the requisite accrued paid sick leave, and/or for failing
26 to compensate said sick leave at PLAINTIFF or CLASS MEMBERS' respective
27 regular rates of pay.

- 1 d. Defendants violated Labor Code § 226 by failing to provide accurate itemized
2 wage statements to PLAINTIFF and CLASS MEMBERS.
- 3 e. Defendants violated Labor Code § 226.7 and provisions of the Industrial Welfare
4 Commission Wage Order 17-2001 by failing to provide mandatory meal periods
5 and rest periods.
- 6 f. Defendants violated Labor Code § 1182, et sq. and § 1198 and provisions of
7 Industrial Welfare Commission Wage Order 1-2001 by failing to pay PLAINTIFF
8 and CLASS MEMBERS all wages due for all hours worked, and by failing to
9 keep accurate information with respect to hours worked, including the actual
10 beginning and ending of each work period and meal period.
- 11 g. Defendants violated Labor Code § 510 by failing to pay PLAINTIFF and CLASS
12 MEMBERS for work over eight (8) hours in a workday and forty (40) hours in a
13 workweek.
- 14 h. Defendants violated the Labor Code by failing to indemnify PLAINTIFF and
15 CLASS MEMBERS for items purchased that were required and necessary to
16 complete Defendants' work.

17 20. On or about July 21, 2023, Plaintiff sent notice to Defendants and the Labor and
18 Workforce Development Agency ("LWDA"), notifying them of the specific violations and the
19 facts and theories supporting those violations. More than 65 days have passed since the date the
20 notice was submitted with the Defendants and LWDA.

21 21. Pursuant to Labor Code § 2699(a), PLAINTIFF and CLASS MEMBERS seek to
22 recover civil penalties, as otherwise provided by statute, for which Defendants are liable as a
23 result of their violations of the following Labor Code sections in an amount to be proven at trial,
24 for violations of Labor Code §§ 201, 202, 203, 204, and 246, penalties pursuant to Labor Code §
25 210; for violations Labor Code § 226 and provisions of the applicable Industrial Wage Order,
26 penalties pursuant to Labor Code § 226.3; for violations Labor Code § 226.7, 558, and
27 provisions of the applicable Industrial Wage Order, penalties pursuant to Labor Code § 558,
28 including an amount sufficient to recover underpaid wages due Plaintiffs and Plaintiffs Class; for

violations Labor Code §§ 1182, 1182.12, and 1198 and provisions of the applicable Industrial Wage Order, penalties pursuant to Labor Code § 1197.1; all in amounts to be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays 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 PLAINTIFF 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 Nos. 1-2001, 7-2001, and 8-2001;
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 PLAINTIFF as class representatives, and PLAINTIFF'S counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

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DATED: June 27, 2025

Respectfully submitted,
SOLOUKI | SAVOY, LLP

By: /S/ Grant Joseph Savoy
 SHOHAM J. SOLOUKI
 GRANT JOSEPH SAVOY
 Attorneys for Plaintiff
 MANUEL ARELLANO MARTINEZ

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DEMAND FOR JURY TRIAL

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

DATED: June 27, 2025

Respectfully submitted,
SOLOUKI | SAVOY, LLP

By: /S/ Grant Joseph Savoy
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff
MANUEL ARELLANO MARTINEZ