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Attorneys for Plaintiff and all others similarly situated
MICHAEL J. DEE, JR.

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

MICHAEL J. DEE, JR., an individual, on
behalf of himself and all others similarly
situated,

Plaintiffs,

vs.

G&H SOLUTIONS, INC., a California
Corporation; GUY YAAKOV ZRACHYA, an
individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 25STCV01870

[Assigned to Honorable William F.
Highberger, Dept. 10]

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR:**

- 1. UNPAID WAGES**
- 2. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 3. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
- 4. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
- 5. VIOLATION OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

Complaint Filed: January 23, 2025
Trial Date: None

INTRODUCTION

1. Plaintiff Michael J. Dee, Jr. ("Plaintiff") brings this action on behalf of himself and similarly situated individuals for Defendants' failure to pay overtime wages at the correct rate of pay, failure to furnish accurate wage statements and failure to pay all earned wages at time of separation.

FILED
Superior Court of California
County of Los Angeles

07/01/2025

David W. Stryker, Executive Officer/Clerk of Court

By: R. Lozano Deputy

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2. Plaintiff, on behalf of himself and all other similarly situated, hereby brings complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code, including 201, 202, 203, 204, 206, 226, and 510., and the applicable Industrial Welfare Commission Wage Order (the “IWC Wage Order”), in addition to declaratory relief and injunctive relief.

3. This court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this court's jurisdictional minimum. Jurisdiction in this court is proper because Defendant G&H Solutions, Inc.'s principal place of business is located in Los Angeles County and the Company actively and regularly conducts business in Los Angeles County.

4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings its claims of action based solely on, and arising from, California law. The claims of the class are not individual claims for violations of California law described herein. These claims arise from Defendants' common and systemic failure to pay their workers correct regular rates of pay for purposes of overtime wages, for their failure to issue accurate wage statements, and failure to pay all wages due upon separation, and their unfair business practices based on the foregoing.

20

5. Plaintiff Michael J. Dee, Jr. ("Plaintiff") is a natural person and domiciled in Virginia.

6. Defendant G&H Solutions, Inc., a California corporation, was at all relevant times doing business in Los Angeles County, California.

7. Defendant Guy Yaakov Zracha is a natural person and domiciled in Israel.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued
the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show

1 their true names and capacities when the same have been ascertained. Plaintiff is
2 informed and believes that each of the fictitiously named Doe Defendants is legally
3 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
4 damages, as alleged, were proximately caused by these Doe Defendants' actions.

5 9. Defendant G&H Solutions, Inc., Guy Yaakov Zrachya and Doe Defendants
6 1 through 50, inclusive, are referred to herein collectively as "Defendants". Plaintiff is
7 informed and believes and thereon allege that at all times pertinent hereto, each
8 Defendant was the agent and employee of each of its co-Defendants, and in doing the
9 things described herein, was acting within the course and scope of his/her authority as
10 such agent and employee, and each Defendant ratified and approved the acts of his/her
11 agents and employees. Defendants acted as Plaintiff's "employer" and are responsible for
12 any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

13 **CLASS ACTION ALLEGATIONS**

14 10. Plaintiff brings this case as a class action pursuant to California Code of Civil
15 Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-class
16 (hereafter the "Waiting Time Penalties Subclass") consisting of the following:

17 a. The Class: All persons who performed services in the State of
18 California during the Class Period as non-exempt employees for the Company and earned
19 incentive pay in a week where they also worked overtime hours, during the Class Period
20 ("Class Members"). The Class Period is the time period starting four years before the filing
21 of the initial Complaint in this action plus any additional time during which the statutes of
22 limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the
23 California Rules of Court, the "Emergency Rules Related to COVID-19."

24 b. The Waiting Time Penalties Subclass: All members of the Class who
25 separated from their working relationship with the Company during the three years
26 immediately preceding the filing of the Complaint through the present plus any additional
27 time during which the statute of limitation was tolled pursuant to the Emergency Rules
28 Related to COVID-19 (the "Subclass Members"). On information and belief, all members

of the Waiting Time Penalty Subclass that are no longer working for the Company were not paid all wages due at the time of their respective separation/termination.

11. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

12. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Class and Waiting Time Penalties Subclass are easily ascertainable.

13. Numerosity. The members of the Class and Waiting Time Penalties Subclass are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class and subclass are unknown to Plaintiff at this time; however, it is estimated that the Class and Subclass number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of the Company's employment and personnel records.

14. Typicality. Plaintiff's claims are typical of the claims of the members of the Class. Defendants subjected all Class Members and Subclass Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants' violations are common to all Class Members and Subclass Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class and Subclass.

15. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

a. Whether the Company failed to pay overtime wages at the correct "regular rate of pay" for all overtime hours worked by Plaintiff and other aggrieved employees, in violation of Cal. Labor Code § 510.

b. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;

c. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;

d. Whether the violations alleged in (a-c) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

16. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

17. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL FACTUAL ALLEGATIONS

18. Plaintiff was employed by Defendants as a sales associate. As part of Plaintiff's duties, Plaintiff was responsible for providing potential clients with quotes for construction projects to be completed by Defendant Guy Yaakov Zrachya's construction company, Palm Construction.

19. Plaintiff, along with other similarly aggrieved employees, was compensated

1 under an hourly wage plus incentive pay structure. Incentive pay included commissions
2 and bonuses based on the contract price and the scheduling of same-day appointments.
3 Plaintiff regularly worked overtime hours and received incentive payments, including
4 same-day booking bonuses. However, these incentive payments were not included in
5 Plaintiff's regular rate of pay for the calculation of overtime compensation, as required by
6 California law.

7 A. Failure to Properly Pay Overtime Wages

8 20. During the Class Period, Plaintiff, like other members of the Class, typically
9 and routinely worked in excess of eight hours per day and forty hours per week without
10 payment of overtime wages at the correct rate of pay. Plaintiff, like other members of the
11 Class, regularly received incentive pay which were not included in his regular rate of pay
12 for calculation of overtime premium.

13 B. Failure to Issue Accurate Itemized Wage Statements

14 21. During the Class Period, Plaintiff, like other Class Members, was never
15 issued accurate or itemized wage statements reflecting the wages earned. This includes,
16 but is not limited to, wage statements showing actual overtime wages.

17 C. Failure to Pay All Wages Upon Separation

18 22. During the Class Period, Plaintiff separated from employment with the
19 Company. However, and like other Subclass Members, he was not paid all wages owed
20 to him at the time of separation, including overtime wages. On information and belief, the
21 Company's refusal to pay all wages owed to former employees continues, and none of the
22 Subclass Members have been paid all wages owed, despite weeks, months, and years
23 since their respective employment separations.

24 **FIRST CAUSE OF ACTION**
UNPAID WAGES

25 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

26 23. Plaintiff, on behalf of himself and the Class Members, incorporates by
27 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
28 herein.

24. At all relevant times, Defendants have failed to pay Plaintiff for all hours worked and/or have regularly and consistently maintained policies and practices of refusing to pay Plaintiff for all hours worked at the correct rates of pay.

25. **Unpaid Overtime Wages:** Plaintiff and Class Members were entitled to overtime compensation at their “regular rate of pay” for all overtime hours worked during their employment. During Plaintiff’s and the Class Members’ employment, Defendants failed to pay Plaintiff and the Class Members for all hours worked at the correct overtime rate of pay, and Plaintiff and the Class Members are therefore entitled to the amounts owed as overtime wages.

26. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiff and the Class Members have sustained damages and have been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff and the Class Members are entitled to recovery of such amounts, plus interest, and attorneys' fees and costs.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

27. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

28. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

29. Prior to the completion of discovery, and to the best of Plaintiff's knowledge at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiff and the Class Members in each and every pay period during Plaintiff's and the Class Members' employment. Plaintiff and the Class Members seek the amount provided

1 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
2 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
3 for each violation in a subsequent pay period.

4 **THIRD CAUSE OF ACTION**
5 **WAITING TIME VIOLATIONS**

6 **(Plaintiff on Behalf of Himself and the Proposed Subclass against All Defendants)**

7 30. Plaintiff, on behalf of himself and the Waiting Time Penalty Subclass,
8 incorporates by reference all other paragraphs of this Complaint as if they were re-alleged
9 and set forth herein.

10 31. California Labor Code §201(a) provides, in pertinent part, as follows: "If an
11 employer discharges an employee, the wages earned and unpaid at the time of discharge
12 are due and payable immediately."

13 32. California Labor Code §202(a) provides, in pertinent part, as follows: "If an
14 employee not having a written contract for a definite period quits his or her employment,
15 his or her wages shall become due and payable not later than 72 hours thereafter, unless
16 the employee has given 72 hours previous notice of his or her intention to quit, in which
17 case the employee is entitled to his or her wages at the time of quitting."

18 33. California Labor Code §206(a) provides, in pertinent part, as follows: "In
19 case of a dispute over wages, the employer shall pay, without condition, and within the
20 time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to
21 the employee all remedies he might otherwise be entitled to as to any balance claimed."

22 34. Where an employer willfully fails to pay, without abatement or reduction, in
23 accordance with sections 201 through 203 of the California Labor Code, all wages due to
24 an employee who has been discharged or has quit, California Labor Code §203 entitles
25 the affected employee to receive from the employer a penalty of up to 30 days wages
26 calculated from the due date of the wages until the time an action to recover the wages is
27 commenced.

28 35. As alleged herein, Defendants have failed to pay earned wages (including
but not limited to overtime pay for all hours worked) to Plaintiff and the Waiting Time

1 Penalty Subclass at the time they became due and payable, and has thus violated sections
2 201, 202, 203 and 206 of the California Labor Code.

3 36. Defendants' failure to pay wages as alleged herein was willful in that
4 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
5 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
6 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for
7 overtime and/or untimely and missed breaks.

8 37. It has been more than 30 days since the date of termination of Plaintiff's
9 initial employment period and all members of the Waiting Time Penalty Subclass Class
10 that are no longer employed by Defendant.

11 38. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff
12 and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California
13 Labor Code §203, continuing wages as a penalty for a total of 30 days.

14 **FOURTH CAUSE OF ACTION**
15 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
16 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

17 39. Plaintiff, on behalf of himself and the Class Members, incorporates by
18 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
19 herein.

20 40. Defendants' violations of the Labor Code and other laws and regulations as
21 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
22 constitute unfair business practices in violation of the Unfair Competition Law, Business
23 and Professions Code § 17200 et seq.

24 41. As a result of Defendants' unfair business practices, Defendants have
25 reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,
26 and members of the public. Defendants' utilization of such unfair business practices
27 constitutes unfair competition and provides an unfair advantage over Defendants'
28 competition. Defendants should be made to disgorge the ill-gotten gains and restore such
monies to Plaintiff and the Class Members.

42. Defendants' unfair business practices entitles Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
(Plaintiff against All Defendants)

43. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

44. Plaintiff brings this cause of action on behalf of himself and all other aggrieved current and former employees of Defendants and seeks civil penalties for each and every violation alleged herein. Plaintiff has filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendants. A true and correct copy of the claim filed by Plaintiff with the LWDA is attached hereto as **Exhibit 1**.

45. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. LWDA did not respond to his notice of the alleged violations within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. Plaintiff brings this action on behalf of Plaintiff and all other current and former aggrieved employees. At the time of each violation, Defendants employed one or more employees.

46. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff's and

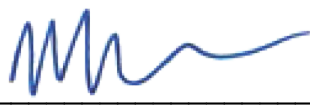
each Class Members unpaid overtime wages, as well as an award of costs, interest, and reasonable attorney's fees.

2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;
3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;
4. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from unpaid overtime wages, and wages upon termination/resignation in accordance with the law;
5. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;
6. For all statutory penalties, including PAGA penalties, as authorized by law;
7. Pre-judgment interest on any damages or other amounts deemed payable;
8. For attorney's fees and costs of suit; and

For other or further relief as the Court deems just and proper.

Dated: July 1, 2025

HAULK & HERRERA LLP

By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated
MICHAEL J. LEE, JR.

EXHIBIT 1



HAULK & HERRERA LLP

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January 23, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Michael J. Dee, Jr. ("Plaintiff") with respect to Plaintiff's claims against G&H Solutions, Inc. and Guy Yaakov Zrachya (collectively hereinafter "Defendants") arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants' non-exempt employees.

This letter shall serve as written notice, pursuant to California Labor Code section 699.3(a) (1), of Defendants' violations of the provisions of the Labor Code and Wage Order set forth below.

Plaintiff was employed by Defendants as a sales associate. As part of Plaintiff's duties, Plaintiff was responsible for providing potential clients with quotes for construction projects to be completed by Defendant Guy Yaakov Zrachya's construction company, Palm Construction.

Plaintiff, along with other similarly aggrieved employees, was compensated under an hourly wage plus incentive pay structure. Incentive pay included commissions and bonuses based on the contract price and the scheduling of same-day appointments. Plaintiff regularly worked overtime hours and received incentive payments, including same-day booking bonuses. However, these incentive payments were not included in Plaintiff's regular rate of pay for the calculation of overtime compensation, as required by California law.

During the Class Period, Plaintiff, like other Class Members, was never issued accurate or itemized wage statements reflecting the wages earned. This includes, but is not limited to, wage statements showing actual overtime wages.



During the Class Period, Plaintiff separated from employment with the Company. However, and like other Subclass Members, he was not paid all wages owed to him at the time of separation, including overtime wages. On information and belief, the Company's refusal to pay all wages owed to former employees continues, and none of the Subclass Members have been paid all wages owed, despite weeks, months, and years since their respective employment separations.

Plaintiff alleges that Defendants engaged in a pattern of knowingly violating numerous Labor Code sections, as set forth below. In particular, Defendant has violated California's wage and hour laws by:

a) Failing to properly pay Plaintiff (and other non-exempt employees) for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code section 510. As set forth above, Defendants failed to properly compensate Plaintiff for all hours worked.

b) Failing to pay all earned wages (including overtime compensation) at least twice a month in violation of Labor Code section 204. By failing to properly compensate Plaintiff, as described above, Defendants violated this provision.

e) Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3. Defendants did not keep accurate records of non-exempt employees' hours worked (e.g., overtime wages earned).

f) Failing to pay all earned wages (including overtime compensation) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, 206, and 227.3. As described above, Defendants systematically failed to pay all overtime compensation and premium pay owed to Plaintiff (and other non-exempt employees); as such, Plaintiff's earned wages were not timely paid in full following Plaintiff's separation from Defendants.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of all non-exempt Defendants' employees, and is entitled to recover penalties for all violations, as well as Plaintiff's attorneys' fees.



Page 3 of 3

This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: G&H Solutions, Inc. and Guy Yaakov Zrachya, *via Certified Mail/Return Receipt Requested*

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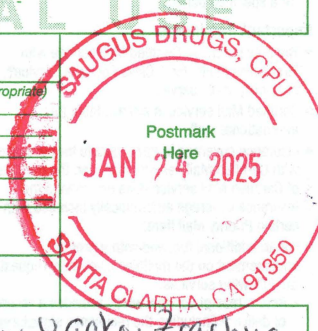
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PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions



G+H Solutions Inc / Guy Yaakov Zrachya
15545 Devonshire St.
Mission Hills, CA 91345