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Attorneys for Plaintiff,
 JILLIAN DUNLAP

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

JILLIAN DUNLAP, in her representative
 capacity only, and on behalf of other
 aggrieved employees pursuant to
 California's Private Attorneys General
 Act,

Plaintiff,

v.

LITTLE HOUSE WEST HOLLYWOOD,
 LLC, a limited liability company; SOHO
 HOUSE LLC, a limited liability
 company; LVPS, LLC, a limited liability
 company; SOHO HOUSE WEST
 HOLLYWOOD, LLC, a limited liability
 company; LA 1000 SANTA FE, LLC, a
 limited liability company; LITTLE
 BEACH HOUSE MALIBU, LLC, a
 limited liability company; SOHO
 WORKS 9000 SUNSET, LLC, a limited
 liability company; SOHO HOME, LLC
 (formerly HOUSEMARKET, LLC), a
 limited liability company; and DOES 1
 through 10 inclusive,

Defendants.

CASE NO.: 25STCV09470

**PLAINTIFF'S FIRST AMENDED
 COMPLAINT FOR VIOLATIONS OF
 CALIFORNIA LABOR CODE
 SECTION 2698 ET SEQ. - THE
 PRIVATE ATTORNEYS GENERAL
 ACT OF 2004**

FILED
 Superior Court of California
 County of Los Angeles

11/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Baltazar Deputy

1 Plaintiff Jillian Dunlap (“Plaintiff”), in her representative capacity only, and on
2 behalf of other aggrieved employees pursuant to California’s Private Attorneys General
3 Act, alleges as follows on knowledge as to her own acts/interactions and on information
4 and belief as to all other matters:

5 **JURISDICTION AND VENUE**

6 1. This Court has personal jurisdiction over Defendants because they conduct
7 business in the State of California.

8 2. Under California Code of Civil Procedure section 395(a), venue is proper in
9 this County because Defendants do business in this County and the harm to Plaintiff
10 occurred in this County.

11 **EXHAUSTION OF ADMINISTRATIVE REQUIREMENTS**

12 3. On January 21, 2025, counsel for Plaintiff prepared and electronically
13 submitted a letter to the California Labor & Workforce Development Agency (“LWDA”)
14 via the California Department of Industrial Relations’ “PAGA Filing” website. A copy
15 of the letter was mailed to Defendant, also via USPS Certified Mail. The letter contained
16 the specific provisions of the California Labor Code violated by Defendant, as well as the
17 facts and theories in support of Plaintiff’s claims.

18 4. On July 28, 2025, counsel for Plaintiff prepared and electronically
19 submitted an amended letter to the LWDA via the California Department of Industrial
20 Relations’ “PAGA Filing” website. A copy of the letter was mailed to Defendants, also
21 via USPS Certified Mail. The letter contained the specific provisions of the California
22 Labor Code violated by Defendants, as well as the facts and theories in support of
23 Plaintiff’s claims.

24 5. Now that sixty-five (65) days have passed since Plaintiff notified
25 Defendants of these violations, the statutory time period for the LWDA to investigate
26 and/or respond, and for the employer to respond, has concluded. Plaintiff has exhausted
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1 the administrative requirements for bringing a claim under the PAGA for these
2 violations.

3 **PARTIES**

4 6. Plaintiff, at all times relevant hereto, was and is a resident of the State of
5 California.

6 7. Plaintiff is informed and believes that Defendant LITTLE HOUSE WEST
7 HOLLYWOOD, LLC is a limited liability company organized and existing under the
8 laws of Delaware with its principal place of business located at 8465 Holloway Dr., West
9 Hollywood, CA 90069.

10 8. Plaintiff is informed and believes that Defendant SOHO HOUSE LLC is a
11 limited liability company organized and existing under the laws of Delaware with its
12 principal place of business located at 29-35 9th Ave., New York, NY 10014.

13 9. Plaintiff is informed and believes that Defendant LVPS, LLC is a limited
14 liability company organized and existing under the laws of Delaware with its principal
15 place of business located at 515 W 20th St #5w, New York, NY 10011.

16 10. Plaintiff is informed and believes that Defendant SOHO HOUSE WEST
17 HOLLYWOOD, LLC is a limited liability company organized and existing under the
18 laws of Delaware with its principal place of business located at 515 W 20th St #5w, New
19 York, NY 10011.

20 11. Plaintiff is informed and believes that Defendant LA 1000 SANTA FE,
21 LLC is a limited liability company organized and existing under the laws of Delaware
22 with its principal place of business located at 515 W 20th St #5w, New York, NY 10011.

23 12. Plaintiff is informed and believes that Defendant LITTLE BEACH HOUSE
24 MALIBU, LLC is a limited liability company organized and existing under the laws of
25 Delaware with its principal place of business located at 515 W 20th St #5w, New York,
26 NY 10011.

1 13. Plaintiff is informed and believes that Defendant SOHO WORKS 9000
2 SUNSET, LLC is a limited liability company organized and existing under the laws of
3 Delaware with its principal place of business located at 515 W 20th St #5w, New York,
4 NY 10011.

5 14. Plaintiff is informed and believes that Defendant SOHO HOME, LLC
6 (formerly HOUSEMARKET, LLC) is a limited liability company organized and existing
7 under the laws of Delaware with its principal place of business located at 515 W 20th St
8 #5w, New York, NY 10011.

9 15. The Defendants listed above are collectively referred to as “Defendants.”

10 16. Plaintiff alleges that Defendants are each an “employer or other person
11 acting on behalf of an employer” giving rise to liability pursuant to California Labor
12 Code section 558.1. Plaintiff also alleges that Defendants were her joint employer and
13 are liable under the joint employer and single enterprise theories. *See Laird v. Capital*
14 *Cities*, 68 Cal. App. 4th 727, 737-38 (1998) (four factors to prove single enterprise are
15 “interrelation of operations, common management, centralized control of labor relations,
16 and common ownership or financial control. ... Although courts consider the four factors
17 together, they often deem centralized control of labor relations the most important.”); *see*
18 *also Vernon v. State of California*, 116 Cal. App. 4th 114, 128 (2004) (separate entities
19 can also be deemed a “joint employer” by having the right to control the employment
20 relationship, as evaluated by focusing on “an examination of Defendants’ role with
21 respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and
22 privileges of employment, train and pay the plaintiff.”). Defendants were also joint
23 employers for purposes of wage-and-hour laws under Cal. Code Regs., tit. 8, § 11070,
24 subd. 2(F) by exercising enough control over the intermediary entity to indirectly dictate
25 the wages, hours, or working conditions of the employee, that is a sufficient showing of
26 joint employment. *Medina v. Equilon Enters., LLC*, 68 Cal. App. 5th 868, 879 (2021).

27 17.
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1 18. The true names and capacities of the defendants named herein as Does 1
2 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown
3 to Plaintiff who therefore sues such defendants by fictitious names pursuant to California
4 Code of Civil Procedure section 474. Plaintiff is informed and believes that all of the
5 Doe defendants are California residents. Plaintiff will amend this Complaint to show
6 such true names and capacities when they have been determined.

7 19. Plaintiff is informed and believes that at all times relevant herein, each
8 defendant designated, including Does 1 through 10, was the agent, managing agent,
9 principal, owner, partner, joint venturer, representative, manager, servant, employee
10 and/or co-conspirator of each of the other defendants, and was at all times mentioned
11 herein acting within the course and scope of said agency and employment, and that all
12 acts or omissions alleged herein were duly committed with the ratification, knowledge,
13 permission, encouragement, authorization and consent of each defendant designated
14 herein.

15 **FACTUAL ALLEGATIONS**

16 20. Defendants operate restaurants and private clubs.

17 21. Starting in approximately August of 2021 through approximately
18 September 5, 2024, Plaintiff worked for Defendants as a server.

19 22. Plaintiff and other non-exempt employees working for Defendants were
20 compensated based on an hourly rate.

21 23. Plaintiff and other employees working for Defendants were not
22 compensated for all time worked, had their time entries altered/decreased by Defendants,
23 were required to work “off the clock,” were not paid for mandatory trainings, and not
24 paid for reporting time pay.

25 24. Plaintiff and other employees are entitled to liquidated damages equal to
26 unlawfully unpaid minimum wages with interest pursuant to Labor Code § 1194.2.

1 25. Due to these and other issues, Plaintiff and other employees were also not
2 compensated appropriately for overtime wages and double overtime wages. Plaintiff and
3 other employees worked overtime during their employment with Defendants by working
4 over eight (8) hours in a workday and/or forty (40) hours in a workweek. Plaintiff and
5 other employees were not compensated for all hours worked and were not compensated
6 at the appropriate overtime rate, which resulted in underpayments of overtime wages and
7 double overtime wages.

8 26. Further, Defendants failed to pay Plaintiff and other employees all wages
9 due to them within any time period specified by Labor Code § 204, including earned and
10 unpaid minimum, overtime, and premium wages.

11 27. During Plaintiff's employment by Defendants, Plaintiff and other
12 employees working for Defendants were forced to miss taking compliant meal periods
13 (30-minute meal periods after the first five hours worked) due to the demands placed on
14 them by Defendants and lack of coverage. Moreover, Plaintiff and other non-exempt
15 hourly employees were deprived of taking a second meal period after ten hours worked.

16 28. During Plaintiff's employment by Defendants, Plaintiff and other
17 employees working for Defendants were forced to miss taking compliant rest periods (ten
18 minutes rest time per four hours worked) due to the demands placed on them by
19 Defendants and lack of coverage.

20 29. Defendants failed to pay penalties for noncompliant rest and meal periods
21 (premium pay as required by Labor Code § 226.7(b) and Sections 11 and 12 of the
22 applicable Wage Order in lieu of meal and/or rest periods).

23 30. Plaintiff and other aggrieved employees were not reimbursed for all
24 business expenses and, to the extent such reimbursement was provided, it was provided
25 in an amount not sufficient to reimburse Plaintiff and other employees for such expenses,
26 including, but not limited to, use of their personal mobile phones and data plans, personal
27 vehicles, and other tools and equipment, all of which were required to perform their
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1 duties. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014)
2 (Lab. Code, § 2802, requires an employer to reimburse an employee for the reasonable
3 expense of the mandatory use of a personal cell phone, regardless of the details of the
4 employee's cell phone plan, whether the phone bill is paid for by a third person or at all,
5 and whether the employee changed plans to accommodate worked-related cell phone
6 usage; to show liability under § 2802, an employee need only show that he or she was
7 required to use a personal cell phone to make work-related calls, and that he or she was
8 not reimbursed). Because Plaintiff and other aggrieved employees were not provided all
9 tools and equipment necessary to perform their job duties, they were also not provided all
10 safety devices and safeguards for the workplace in violation of Labor Code §§ 6401 and
11 6403.

12 31. Based on these underpayments of regular wages, overtime wages, double
13 overtime wages, and unpaid or underpaid meal/rest period penalties, employees who
14 were terminated or resigned did not receive all wages owed to them upon termination or
15 within seventy-two (72) hours after resignation.

16 32. In addition, Defendants did not provide Plaintiff and other employees with
17 accurate wage statements as required under California law. More specifically, the wage
18 statements provided to Plaintiff and other employees did not reflect or did not accurately
19 reflect the: (1) gross wages earned, (2) total hours worked by the employee, (3) the
20 number of piece-rate units earned and any applicable piece rate if the employee is paid on
21 a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the
22 period for which the employee is paid, (7) the name and address of the legal entity that is
23 the employer, and (8) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. Defendants'
25 wage statements also did not accurately reflect the amount of paid sick leave available, or
26 paid time off leave an employer provides in lieu of sick leave, for use. Accordingly,
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1 Plaintiff and other employees were not able to promptly and easily determine the missing
2 information without reference to other documents or information.

3 33. The wage statements also did not provide accurate information by omitting
4 the lack of meal/rest break premium pay that should have been paid to Plaintiff and the
5 other employees. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93 (2022)
6 (Because premium pay for non-compliant meal and rest breaks under Lab. Code, § 226.7,
7 compensated employees for the work performed during a break period and therefore
8 constituted wages within the meaning of Lab. Code, §§ 200, subd. (a), 203, 226, penalties
9 could be available for an employer's alleged failure to timely pay or report such
10 payments.).

11 34. Defendants maintained unlawful business practices in their exercise of
12 improperly calculating and improperly paying out the accrued vacation hours of Plaintiff
13 and other non-exempt employees.

14 35. Defendants violated California Labor Code §§ 1174, 1174.5 by failing to
15 keep at a central location in the state or at the plants or establishments at which
16 employees are employed, payroll records showing the hours worked daily by and the
17 wages paid to employees employed at the respective plants or establishments.

18 36. Defendants also violated California Labor Code § 246 by failing to
19 properly accrue and pay sick pay at the correctly regular rate of pay, which should have
20 included all non-discretionary incentive compensation. Instead, sick pay was paid at the
21 base hourly rate, not including all non-discretionary incentive compensation.

FIRST CAUSE OF ACTION

**PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION
2698 ET SEQ.**

**(REPRESENTATIVE ACTION BY PLAINTIFF AND AGGRIEVED
EMPLOYEES AGAINST DEFENDANTS)**

37. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

38. Plaintiff, in her representative capacity only, and on behalf of other aggrieved employees, seeks penalties pursuant to PAGA for based on:

- a. Underpayment and late payment of minimum wages and hourly wages and reporting time pay in violation of California Labor Code §§ 204, 1194, 1194.2, 1197, IWC Wage Order, California Minimum Wage Order.
- b. Underpayment of overtime wages in violation of California Labor Code §§ 510, 1194, and IWC Wage Order.
- c. Failure to provide compliant meal periods in violation of California Labor Code §§ 226.2, 226.7 and 512 and IWC Wage Order.
- d. Failure to provide compliant rest periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order.
- e. Failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order.
- f. Not provided all tools and equipment necessary to perform their job duties and not provided all safety devices and safeguards for the workplace in violation of Labor Code §§ 6401 and 6403.
- g. Non-compliant wage statements in violation of California Labor Code § 226(a) and 246(i).

- 1 h. Failure to pay all wages upon resignation or termination due to the
2 underpayment of wages and/or overtime in violation of California Labor Code
3 §§ 201-203.
- 4 i. Failure to pay, appropriately accrue, and forfeiture of paid time off in
5 violation of California Labor Code § 227.3.
- 6 j. Failure to pay and appropriately accrue sick pay wages in violation of
7 California Labor Code § 246.
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- 9 k. Failure to keep payroll records showing total hours worked and wages paid in
10 violation of California Labor Code §§ 1174-1174.5 and IWC Wage Order.
- 11 l. Failure to pay Split Shift Premiums pursuant to Labor Code § 1198 and IWC
12 Wage Order.
- 13 m. Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and
14 the State of California according to proof, pursuant to the California Labor
15 Code, including California Labor Code §§ 2699(a) and 2699(f).

16 39. Plaintiff was compelled to retain the services of counsel to file this action to
17 protect Plaintiff's interests and the interests of other similarly aggrieved employees, and
18 to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby
19 incurred attorneys' fees and costs, which Plaintiff is entitled to recover under California
20 Labor Code § 2699(k).

21 **PRAYER FOR RELIEF**

22 40. WHEREFORE, Plaintiff, in her representative capacity only, and on behalf
23 of other aggrieved employees, respectfully requests the Court grant Plaintiff and other
24 aggrieved employees following relief against Defendant:

- 25 a. Civil penalties according to proof, pursuant to the California Labor Code,
26 including California Labor Code §§ 2699(a) and 2699(f);
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- 1 b. For attorneys' fees where allowed by law, including under California
2 Labor Code § 2699(k);
3 c. For an award of pre-judgment and post-judgment interest where allowed
4 by law, including California Labor Code § 218.6;
5 d. For costs of suit incurred herein; and
6 e. For such other and further relief as this Court deems just and proper.
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8 Dated: November 10, 2025

Respectfully submitted,

9 AZADIAN LAW GROUP, PC

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12 By: _____

13 George S. Azadian
14 Attorneys for Plaintiff,
15 JILLIAN DUNLAP
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