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

TIANA GONZALES, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons; ADAN GALAVIZ, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

SO CAL SANTA FE LLC, a Delaware limited liability company; SO CAL GYMS LLC, a Delaware limited liability company; SO CAL COMPTON LLC, a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV12882

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

DEMAND FOR JURY TRIAL

1 Plaintiff Tiana Gonzales (“Plaintiff Gonzales”), and Plaintiff Adan Galaviz (“Plaintiff
2 Galaviz”) (together as “Plaintiffs”) on information and belief, alleges as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants So Cal Santa Fe LLC, So Cal Gyms
5 LLC, So Cal Compton LLC, and DOES 1 through 10 (hereinafter collectively referred to as
6 “Defendants”) for California Labor Code violations and unfair business practices stemming from
7 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
8 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
9 final wages, failure to furnish accurate wage statements, failure to indemnify employees for
10 expenditures, and failure to produce requested employment records.

11 2. Plaintiff Gonzales brings the First through Ninth Causes of Action individually and
12 as a class action on behalf of Plaintiff Gonzales and certain current and former employees of
13 Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined
14 more fully below). The Class consists of Plaintiffs and all other persons who have been employed
15 by Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC in California as an hourly-paid or
16 non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

17 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor
18 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil
19 penalties that are owed to Plaintiff, the State of California, and past and present non-exempt
20 employees employed by Defendants in the State of California during the statute of limitations
21 period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including Los Angeles County. As such and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
25 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
26 (“IWC”), and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendants have, at
28 times:

- (a) Failed to pay employees, or some of them, for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failed to provide employees, or some of them, with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit employees, or some of them, to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay employees, or some of them, all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide employees, or some of them, with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify employees, or some of them, for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to timely produce requested employment records as required by the California Labor Code and IWC Wage Order.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the

unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff Tiana Gonzales is a resident of Norwalk, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2022 to approximately April 2023.

9. Plaintiff Adan Galaviz is a resident of Huntington Park, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately May 2024 to approximately October 2024.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants So Cal Santa Fe LLC and So Cal Gyms LLC are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Los Angeles County; and,

(b) The former employer of Plaintiff Gonzales, and the current and/or former employer of the putative Class because Defendants So Cal Santa Fe LLC and So Cal Gyms LLC suffered and permitted Plaintiff Gonzales and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff Gonzales and the Class, thereby creating a common law employment relationship.

12. Plaintiffs are informed and believe, and based upon that information and belief

1 allege, that Defendant So Cal Compton, LLC is, and at all times herein mentioned, was:

- 2 (a) A business entity conducting business in numerous counties throughout the
3 State of California, including Los Angeles County; and,
4 (b) The former employer of Plaintiff Galaviz, and the current and/or former
5 employer of Aggrieved Employees, because Defendant So Cal Compton,
6 LLC suffered and permitted Plaintiff Galaviz and Aggrieved Employees to
7 work; and/or controlled their wages, hours, or working conditions; and or
8 engaged Plaintiff Galaviz and Aggrieved Employees, thereby creating a
9 common law employment relationship.

10 13. Plaintiffs do not know the true names or capacities of the persons or entities sued
11 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
12 of the Doe Defendants was in some manner legally responsible for the damages suffered by
13 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
14 names and capacities of these Defendants when they have been ascertained, together with
15 appropriate charging allegations, as may be necessary.

16 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
17 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
18 injured a significant number of the Plaintiffs and the Class in the State of California.

19 15. Plaintiffs are informed and believe and thereon allege that at all relevant times each
20 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
21 other employees described in the class definitions below, and exercised control over their wages,
22 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
23 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
24 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
25 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
26 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
27 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
28 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant

1 to and within the scope of the relationships alleged above, that each Defendant knew or should
2 have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the
3 conduct of all other Defendants.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 16. Plaintiff Gonzales worked for Defendants in Los Angeles County, California as an
6 hourly-paid, non-exempt employee from approximately November 2022 to approximately April
7 2023. During Plaintiff Gonzales's employment for Defendants, Defendants paid Plaintiff Gonzales
8 an hourly wage and classified Plaintiff Gonzales as non-exempt from overtime. Defendants
9 typically scheduled Plaintiff Gonzales to work at least five days in a workweek and at least eight
10 hours per day, but Plaintiff Gonzales also worked more than eight hours in a workday and more
11 than forty (40) hours in a workweek.

12 17. Plaintiff Galaviz worked for Defendants in Los Angeles County, California as an
13 hourly-paid, non-exempt employee from approximately May 2024 to approximately October 2024.
14 During Plaintiff Galaviz's employment for Defendants, Defendants paid Plaintiff Galaviz an
15 hourly wage and classified Plaintiff Galaviz as non-exempt from overtime. Defendants typically
16 scheduled Plaintiff Galaviz to work at least five days in a workweek and at least eight hours per
17 day, but Plaintiff Galaviz also worked more than eight hours in a workday and more than forty
18 (40) hours in a workweek.

19 18. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
20 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
21 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
22 to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment,
23 failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for
24 expenditures, and failed to produce requested employment records. As discussed below, Plaintiffs'
25 experience working for Defendants was typical and illustrative.

26 19. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
27 the Class, or some of them, for all hours worked, including minimum, straight time, and overtime
28 wages. Defendants would, at times, manufacture time keeping records to falsely show that

1 Plaintiffs and the Class took meal periods when in fact they worked “off-the-clock,”
2 uncompensated. The effect is that Plaintiffs and the Class, or some of them, worked through meal
3 periods “off-the-clock,” and continued to work after they had clocked out for the workday.
4 Defendants paid Plaintiffs and the Class, or some of them, less than all their work time. Much of
5 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
6 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Class, or some
7 of them, worked.

8 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
9 and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiffs
10 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
11 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
12 compensating Plaintiffs and the Class, or some of them, for all missed meal periods that were not
13 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
14 to assert control over Plaintiffs and the Class, or some of them, by requiring, pressuring, or
15 encouraging them to perform work tasks which could not be completed without working in lieu of
16 taking mandatory meal periods, or by denying Plaintiffs and the Class, or some of them, permission
17 to take a meal period. Defendants also failed, at times, to permit Plaintiffs to take a second meal
18 period when Plaintiffs worked at least ten hours of work in a workday. As described above,
19 Defendants would manufacture time keeping records to falsely show that Plaintiffs and the Class,
20 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
21 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal
22 periods to Plaintiffs and the Class, or some of them, in compliance with California law.

23 21. Throughout the statutory period, Defendants have, at times, wrongfully failed to
24 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest
25 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four
26 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
27 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
28 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not

1 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
2 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
3 could not be completed without working in lieu of taking mandatory rest periods, or by denying
4 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
5 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in
6 compliance with California law.

7 22. Throughout the statutory period, Defendants, at times, willfully failed and refused
8 to timely pay Plaintiffs and the Class, or some of them, all final wages due at their termination of
9 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
10 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
11 premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On
12 information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs'
13 employment terminated was not a single, isolated incident, but was instead consistent with
14 Defendants' practices that applied, at times, to Plaintiffs and the Class.

15 23. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs
16 and the Class, or some of them, with accurate, itemized wage statements showing all applicable
17 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
18 for meal periods that were not provided in accordance with California law, and correct wages for
19 rest periods that were not authorized and permitted to take in accordance with California law). As
20 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class, or some
21 of them, suffered injury because, among other things:

- 22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum wage, straight time wages, overtime wages, meal period premium
24 wages, and rest period premium wages, even though they were entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum wage,
26 straight time wages, overtime wages, meal period premium wages, and rest
27 period premium wages, even though they had not been;
- 28 (c) the violations led them to believe they were not entitled to be paid minimum

wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class, or some of them, were entitled, and Plaintiffs and the Class, or some of them, were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and the Class, or some of them, are owed the amounts provided for in California Labor Code § 226(e).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary employment-related expenses.

25. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the Class, or some of them, for these employment-related expenses.

26. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

CLASS ACTION ALLEGATIONS

27. Plaintiff Gonzales brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

28. All claims alleged herein arise under California law for which Plaintiff Gonzales seeks relief authorized by California law.

29. The proposed Class consists of and is defined as:

All persons who worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC in California as an hourly-paid or non-exempt employee at any time during the period of March 18, 2021 through August 1, 2023.

30. At all material times, Plaintiff Gonzales was a member of the Class.

31. Plaintiff Gonzales undertakes this concerted activity to improve the wages and working conditions of all Class Members.

32. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff Gonzales at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection

of Defendants' records.

(b) Typicality: Plaintiff Gonzales is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff Gonzales's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff Gonzales is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff Gonzales has no conflicts with or interests antagonistic to any Class Member. Plaintiff Gonzales's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff Gonzales has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a

1 class action. Indeed, current employees are often afraid to assert their rights
2 out of fear of direct or indirect retaliation. Former employees are also fearful
3 of bringing actions because they believe their former employers might
4 damage their future endeavors through negative references and/or other
5 means. Class actions provide the class members who are not named in the
6 complaint with a type of anonymity that allows for the vindication of their
7 rights at the same time as their privacy is protected.

8 33. There are common questions of law and fact as to the Class (and each subclass, if
9 any) that predominate over questions affecting only individual members, including without
10 limitation, whether, as alleged herein, Defendants have:

- 11 (a) Failed to pay Class Members for all hours worked, including minimum,
12 straight time, and overtime wages;
- 13 (b) Failed to provide meal periods and pay meal period premium wages to Class
14 Members;
- 15 (c) Failed to authorize and permit rest periods and pay rest period premium
16 wages to Class Members;
- 17 (d) Failed to provide Class Members with timely final wages;
- 18 (e) Failed to provide Class Members with accurate wage statements;
- 19 (f) Failed to indemnify Class Members for expenditures;
- 20 (g) Failed to produce requested employment records; and
- 21 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
22 result of their illegal conduct as described above.

23 34. This Court should permit this action to be maintained as a class action pursuant to
24 California Code of Civil Procedure § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual Class Members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the Class Members;

- 1 (c) The members of the Class are so numerous that it is impractical to bring all
2 members of the class before the Court;
- 3 (d) Plaintiff Gonzales, and the other members of the Class, will not be able to
4 obtain effective and economic legal redress unless the action is maintained
5 as a class action;
- 6 (e) There is a community of interest in obtaining appropriate legal and equitable
7 relief for the statutory violations, and in obtaining adequate compensation
8 for the damages and injuries for which Defendants are responsible in an
9 amount sufficient to adequately compensate the members of the Class for
10 the injuries sustained;
- 11 (f) Without class certification, the prosecution of separate actions by individual
12 members of the Class would create a risk of:
- 13 1) Inconsistent or varying adjudications with respect to individual
14 members of the Class which would establish incompatible standards
15 of conduct for Defendants; and/or,
- 16 2) Adjudications with respect to the individual members which would,
17 as a practical matter, be dispositive of the interests of other members
18 not parties to the adjudications, or would substantially impair or
19 impede their ability to protect their interests, including but not
20 limited to the potential for exhausting the funds available from those
21 parties who are, or may be, responsible Defendants; and,
- 22 (g) Defendants have acted or refused to act on grounds generally applicable to
23 the Class, thereby making final injunctive relief appropriate with respect to
24 the class as a whole.

25 35. Plaintiff Gonzales contemplates the eventual issuance of notice to the proposed
26 members of the Class that would set forth the subject and nature of the instant action. The
27 Defendants' own business records may be utilized for assistance in the preparation and issuance
28 of the contemplated notices. To the extent that any further notices may be required, Plaintiff

Gonzales contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

36. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 35 in this Complaint.

37. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

38. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff Gonzales and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

39. Accordingly, Plaintiff Gonzales and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

40. By and through the conduct described above, Plaintiff Gonzales and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

41. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff Gonzales and the Class for their non-overtime hours worked without pay, Plaintiff Gonzales and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff Gonzales and the Class, and which will be ascertained according to proof at trial.

42. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage

1 compensation due Plaintiff Gonzales and the Class.

2 43. Pursuant to California Labor Code § 1194.2, Plaintiff Gonzales and the Class are
3 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
4 wages.

5 44. California Labor Code § 204 requires employers to provide employees with all
6 wages due and payable twice a month. Throughout the statute of limitations period applicable to
7 this cause of action, Plaintiff Gonzales and the Class were entitled to be paid twice a month at rates
8 required by law, including minimum and straight time wages. However, Defendants failed and
9 refused to pay Plaintiff Gonzales and the Class, or some of them, all such wages due and failed to
10 pay those wages twice a month.

11 45. Plaintiff Gonzales and the Class are also entitled to seek recovery of all unpaid
12 minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to
13 California Labor Code §§ 218.5, 218.6, and 1194(a).

14 **SECOND CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Pay Overtime Wages)**

16 46. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 35 in this Complaint.

18 47. California Labor Code § 510 provides that employees in California shall not be
19 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
20 receive additional compensation beyond their regular wages in amounts specified by law.

21 48. California Labor Code §§ 1194 and 1198 provide that employees in California shall
22 not be employed more than eight hours in any workday unless they receive additional
23 compensation beyond their regular wages in amounts specified by law. Additionally, California
24 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
25 by the IWC is unlawful.

26 49. At all times relevant hereto, Plaintiff Gonzales and the Class, or some of them, have
27 at times worked more than eight hours in a workday and/or more than forty (40) hours in a
28 workweek, as employees of Defendants.

1 50. At all times relevant hereto, Defendants failed to pay Plaintiff Gonzales and the
2 Class, or some of them, overtime compensation for the hours they have worked in excess of the
3 maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

4 51. By virtue of Defendants' unlawful failure to pay additional premium rate
5 compensation to the Plaintiff Gonzales and the Class for their overtime hours worked, Plaintiff
6 Gonzales and the Class have suffered, and will continue to suffer, damages in amounts which are
7 presently unknown to them, but which exceed the jurisdictional minimum of this Court and which
8 will be ascertained according to proof at trial.

9 52. By failing to keep adequate time records required by Labor Code § 1174(d),
10 Defendants have made it difficult to calculate the full extent of overtime compensation due to
11 Plaintiff Gonzales and the Class.

12 53. Plaintiff Gonzales and the Class also request recovery of overtime compensation
13 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a),
14 as well as the assessment of any statutory penalties against Defendants, in a sum as provided by
15 the California Labor Code and/or other statutes.

16 54. California Labor Code § 204 requires employers to provide employees with all
17 wages due and payable twice a month. The Wage Orders also provide that every employer shall
18 pay to each employee, on the established payday for the period involved, overtime wages for all
19 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff Gonzales and
20 the Class with all compensation due, in violation of California Labor Code § 204.

21 **THIRD CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Provide Meal Periods)**

23 55. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 35 in this Complaint.

25 56. Under California law, Defendants have an affirmative obligation to relieve the
26 Plaintiff Gonzales and the Class of all duty in order to take their first daily meal periods no later
27 than at the end of Plaintiff Gonzales's and the Class' fifth hour of work in a workday, and to take
28 their second meal periods no later than at the end of the tenth hour of work in the workday.

1 California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an
2 employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period
3 worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee
4 to work during any meal period mandated under any Wage Order.

5 57. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
6 Gonzales and the Class, or some of them, with both meal periods as required by California law.
7 By their failure to permit and authorize Plaintiff Gonzales and the Class, or some of them, to take
8 all meal periods as alleged above (or due to the fact that Defendants made it impossible or
9 impracticable to take these uninterrupted meal periods), Defendants willfully violated the
10 provisions of California Labor Code § 226.7 and the applicable Wage Orders.

11 58. Under California law, Plaintiff Gonzales and the Class are entitled to be paid one
12 hour of additional wages for each workday he or she was not provided with all required meal
13 period(s), plus interest thereon.

14 **FOURTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

16 59. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 35 in this Complaint.

18 60. Defendants are required by California law to authorize and permit breaks of ten
19 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
20 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
21 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
22 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
23 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
24 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
25 employer to require any employee to work during any rest period mandated under any Wage Order.

26 61. Despite these legal requirements, Defendants at times failed to authorize Plaintiff
27 Gonzales and the Class, or some of them, to take rest breaks, regardless of whether employees
28 worked more than four hours in a workday. By their failure to permit and authorize Plaintiff

1 Gonzales and the Class to take rest periods as alleged above (or due to the fact that Defendants
2 made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully
3 violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

4 62. Under California law, Plaintiff Gonzales and the Class are entitled to be paid one
5 hour of premium wages rate for each workday he or she was not provided with all required rest
6 break(s), plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
9 **Penalties)**

10 63. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 35 in this Complaint.

12 64. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
13 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
14 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
15 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
16 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
17 which case the employee is entitled to his or her wages at the time of quitting.

18 65. Within the applicable statute of limitations, the employment of many other members
19 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will
20 be. However, during the relevant time period, Defendants at times failed, and continue to fail, to
21 pay terminated Class Members, without abatement, all wages required to be paid by California
22 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
23 their leaving Defendants' employ.

24 66. Defendants' failure to pay those Class members who are no longer employed by
25 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
26 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
27 202.

28 67. California Labor Code § 203 provides that if an employer willfully fails to pay

wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

68. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

70. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 35 in this Complaint.

71. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

72. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff Gonzales and the Class, or some of

1 them, the failure to list the true “total hours worked by the employee,” and the failure to list the
2 true net wages earned.

3 73. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
4 Gonzales and the Class have suffered injury and damage to their statutorily protected rights.

5 74. Specifically, Plaintiff Gonzales and the members of the Class have been injured by
6 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
7 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
8 statements under California Labor Code § 226(a).

9 75. Calculation of the true wage entitlement for Plaintiff Gonzales and the Class is
10 difficult and time consuming. As a result of this unlawful burden, Plaintiff Gonzales and the Class
11 were also injured as a result of having to bring this action to attempt to obtain correct wage
12 information following Defendants’ refusal to comply with many of the mandates of California’s
13 Labor Code and related laws and regulations.

14 76. Plaintiff Gonzales and the Class are entitled to recover from Defendants the greater
15 of their actual damages caused by Defendants’ failure to comply with California Labor Code §
16 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

17 77. Plaintiff Gonzales and the Class are also entitled to injunctive relief, as well as an
18 award of attorney’s fees and costs to ensure compliance with this section, pursuant to California
19 Labor Code § 226(h).

20 **SEVENTH CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

22 78. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 35 in this Complaint.

24 79. As set forth above, Plaintiff Gonzales and the Class, or some of them, were required
25 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
26 their duties or of their obedience to directions of Defendants.

27 80. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
28 Plaintiff Gonzales and the Class, or some of them, for necessary expenditures and losses incurred

1 in direct consequence of the discharge of their duties or of their obedience to directions of
2 Defendants.

3 81. As a result, Plaintiff Gonzales and the Class were damaged at least in the amounts
4 of the expenses they paid, or which were deducted by Defendants from their wages.

5 82. Plaintiff Gonzales and the Class are entitled to reasonable attorney's fees, expenses,
6 and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California
7 Labor Code § 2802(b).

8 **EIGHTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Produce Requested Employment Records)**

10 83. Plaintiff Gonzales incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 35 in this Complaint.

12 84. Pursuant to California Labor Code § 226, current and former employees have the
13 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
14 request to their employer. Under this statute, an employer that receives a request to inspect or
15 receive a copy of records pertaining to a current or former employee must comply with the request
16 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

17 85. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
18 or his or her representative, has the right to inspect and receive a copy of the personnel records that
19 the employer maintains relating to the employee's performance or to any grievance concerning the
20 employee. Under this statute, upon written request from a current or former employee or his or her
21 representative, an employer must make the contents of those personnel records available for
22 inspection or provide a copy of the personnel records to the current or former employee, or his or
23 her representative, not later than thirty (30) calendar days from the date the employer receives the
24 written request, subject to some limited exceptions. Failure to comply with these requests allows
25 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
26 226(f).

27 86. As set forth above, Plaintiff Gonzales and the Class are current and former
28 employees of Defendants.

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code §§ 17200, *et seq.*

3 96. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
4 predicated on the violation of any state or federal law. All of the acts described herein as violations
5 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
6 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
7 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
8 & Professions Code §§ 17200, *et seq.*

9 **Failure to Pay Minimum and Straight Time Wages**

10 97. Defendants' failure to pay minimum and straight time wages, and other benefits in
11 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
12 California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Pay Overtime Wages**

14 98. Defendants' failure to pay overtime compensation and other benefits in violation of
15 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
16 prohibited by California Business & Professions Code §§ 17200, *et seq.*

17 **Failure to Provide Meal Periods**

18 99. Defendants' failure to provide meal periods in accordance with California Labor
19 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
20 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Authorize and Permit Rest Periods**

22 100. Defendants' failure to authorize and permit rest periods in accordance with
23 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
24 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

25 **Failure to Indemnify Business Expenses**

26 101. Defendants' failure to reimburse expenses incurred in accordance with
27 California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity
28 prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 102. By and through their unfair, unlawful and/or fraudulent business practices described
2 herein, Defendants, have obtained valuable property, money and services from Plaintiff Gonzales,
3 and all persons similarly situated, and have deprived Plaintiff Gonzales, and all persons similarly
4 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

5 103. Plaintiff Gonzales and the Class Members suffered monetary injury as a direct result
6 of Defendants' wrongful conduct.

7 104. Plaintiff Gonzales, individually, and on behalf of members of the putative Class, is
8 entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which
9 the Defendants have wrongfully acquired, or of which Plaintiff Gonzales and the Class have been
10 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
11 Plaintiff Gonzales and the Class are not obligated to establish individual knowledge of the
12 wrongful practices of Defendants in order to recover restitution.

13 105. Plaintiff Gonzales, individually, and on behalf of members of the putative class, is
14 further entitled to and does seek a declaration that the above-described business practices are
15 unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of
16 them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business
17 practices in the future.

18 106. Plaintiff Gonzales, individually, and on behalf of members of the putative class, has
19 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
20 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.
21 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff
22 Gonzales, individually, and on behalf of members of the putative Class, has suffered and will
23 continue to suffer irreparable harm unless the Defendants are restrained from continuing to engage
24 in said unfair, unlawful and/or fraudulent business practices.

25 107. Plaintiff Gonzales also alleges that if Defendants are not enjoined from the conduct
26 set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other
27 withholdings.

28 108. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff

Gonzales and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff Gonzales and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

109. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

110. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

111. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3."

112. Plaintiff Gonzales gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC of the specific provisions of the Labor Code that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC have violated against Plaintiff Gonzales and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiff Gonzales also paid the filing fee. Plaintiff Gonzales's PAGA case number is LWDA-CM-1019436-24 (*Tiana Gonzales v. So Cal Santa Fe LLC, et al.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC's Labor Code violations

discussed in the notice. Plaintiff Gonzales hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

113. Plaintiff Galaviz gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendant So Cal Compton, LLC of the specific provisions of the Labor Code that Defendant So Cal Compton, LLC have violated against Plaintiff Galaviz and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiff Galaviz also paid the filing fee. Plaintiff Galaviz's PAGA case number is LWDA-CM-1090432-25 (*Galaviz vs. So Cal Compton, LLC*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendant So Cal Compton, LLC's Labor Code violations discussed in the notice. Plaintiff Galaviz hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

114. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

115. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, and on behalf of the State of California, and on behalf of all similarly Aggrieved Employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiff Gonzales be appointed as the representative of the Class; and,
3. That counsel for Plaintiff Gonzales be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;
8. For liquidated damages;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
12. For unpaid wages at overtime wage rates as may be appropriate;
13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

18. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC's employ;

28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

36. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

39. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

///

1 44. For injunctive relief to ensure compliance with this section, pursuant to California
2 Labor Code § 226(h) and 1198.5(l);

3 45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

4 46. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Ninth Cause of Action

6 47. That the Court declare, adjudge, and decree that Defendants So Cal Santa Fe, LLC
7 and So Cal Gyms, LLC violated California Business & Professions Code §§ 17200, *et seq.* by
8 failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide
9 meal periods, and failing to authorize and permit rest periods;

10 48. For restitution of unpaid wages to Plaintiff Gonzales and all Class Members and
11 prejudgment interest from the day such amounts were due and payable;

12 49. For the appointment of a receiver to receive, manage and distribute any and all funds
13 disgorged from Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC and determined to have
14 been wrongfully acquired by Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC as a result
15 of violations of California Business & Professions Code §§ 17200 *et seq.*;

16 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure § 1021.5;

18 51. For injunctive relief to ensure compliance with this section, pursuant to California
19 Business & Professions Code §§ 17200, *et seq.*; and,

20 52. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Tenth Cause of Action

22 53. That the Court declare, adjudge and decree that Defendants violated the California
23 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
24 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
25 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
26 failing to timely pay final wages, failing to furnish accurate wage statements, and failing to
27 indemnify for necessary expenditures;

28 ///

54. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

55. Pre-judgment and post-judgment interest at the maximum rate allowed;

56. Attorneys' fees and costs reasonably incurred;

57. Injunctive and declaratory relief to the extent allowed by PAGA;

As to all Causes of Action

58. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: April 29, 2026

WILSHIRE LAW FIRM

By: 

John G. Yslas

Eugene Zinovyev

John Brown

Gabriella Solé

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 29, 2026

WILSHIRE LAW FIRM

By: 

John G. Yslas

Eugene Zinovyev

John Brown

Gabriella Solé

Attorneys for Plaintiffs

PROOF OF SERVICE

Tiana Gonzales v. So Cal Santa Fe, LLC, et al.
Case No. 24STCV12882

I, Danielle Sorrenti, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, CA 90017. My electronic service address is danielle.sorrenti@wilshirelawfirm.com.

On April 29, 2026, I served the following document(s) entitled: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties below and by the following the method of service as follows:

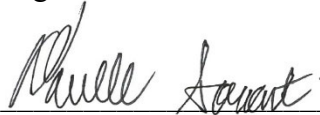
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Attorneys for Defendants

(X) **VIA CASE ANYWHERE:** I hereby certify that a true and correct copy of this document was electronically served from Los Angeles, California by transmission to Case Anywhere, to the parties listed on the Case Anywhere service list for this matter.

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

Executed on April 29, 2026 at Los Angeles, California.



Danielle Sorrenti