

1 Zorik Mooradian, Esq., CSB No. 136636

2 zorik@mooradianlaw.com

3 Haik Hacopian, Esq., CSB No. 282361

4 haik@mooradianlaw.com

5 Nanor C. Kamberian, Esq., CSB No. 316612

6 nanor@mooradianlaw.com

7 **MOORADIAN LAW, APC**

8 24007 Ventura Blvd., Suite 210

9 Calabasas, CA 91302

10 Telephone: (818) 487-1998 • Facsimile: (888) 783-1030

11 Attorneys for Plaintiff Porfirio A. Arriaza Delgado, individually and on behalf of persons
12 similarly situated and similarly aggrieved employees.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 PORFIRIO A. ARRIAZA DELGADO,
16 individually and on behalf of persons similarly
17 situated and similarly aggrieved employees,

18 Plaintiff,

19 v.

20 PLATINUM SECURITY, INC., and DOES 1
21 to 50,

22 Defendants.

Case No.: 25STCV20466

[Assigned to Hon. David S. Cunningham III
in Dept. SS-11]

Action Filed: July 9, 2025

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION:**

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime
3. Meal Period Violations
4. Rest Break Violations
5. Failure to Pay Vested Vacation Benefits
6. Sick and Covid Period/Benefits Violations
7. Failure to Maintain & Produce Employee Records
8. Unreimbursed Business Expenses
9. Release of Claims for Wage Violations
10. Reporting Time Violations
11. Untimely Payment of Wages
12. Failure to Pay Regular Rate of Pay
13. Failure to Timely Pay Wages at Separation

**FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE
ACTION - 1**

14. Wage Statements Violations
15. Unfair Business Practices
16. Penalties Pursuant to the PAGA

Plaintiff Porfirio A. Arriaza Delgado (“Plaintiff” and/or “Mr. Arriaza”), on behalf of himself and all others similarly situated as well as all other aggrieved current and former employees of Defendants, based on information and belief, complains and alleges:

I.
INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant PLATINUM SECURITY, INC. and DOES 1 through 50 (referred collectively here as “Defendants” or “Employers” and singularly for the named party Defendant as “Platinum Security” or “Defendant”) to comply with California law in violation of the rights and privileges of Plaintiff and those employees, current and former, who are similarly situated regarding the following claims and causes of action: Failure to Pay Minimum Wages; Failure to Pay Overtime; Meal Period Violations; Rest Break Violations; Failure to Pay Vested Vacation Benefits; Sick and Covid Period/Benefits

1 Violations; Failure to Maintain & Produce Employee Records; Unreimbursed
2 Business Expenses; Release of Claims for Wage Violations; Reporting Time
3 Violations; Untimely Payment of Wages; Failure to Pay Regular Rate of Pay; Failure
4 to Timely Pay Wages at Separation; Wage Statements Violations; Unfair Business
5 Practices; and Penalties Pursuant to the Private Attorneys General Act of 2004
6 (“PAGA”).

7 2. Defendants employed Plaintiff and the Class/Subclasses during the applicable Period
8 of four years from the filing date of this Complaint through Class/Subclass
9 certification, utilizing consistent policies and procedures in violation of California
10 law, including, but not limited to, Labor Code §200, et seq., Labor Code §300, et seq.,
11 Labor Code §400, et seq., Labor Code §500, et seq., Labor Code §1174, et seq.,
12 Labor Code §1194, et seq., Labor Code §1198, et seq., Labor Code §2699, et seq.,
13 Labor Code §2800, et seq., the applicable Wage Orders issued by the California
14 Industrial Welfare Commission, and local ordinances. Plaintiff, on his behalf and on
15 behalf of the employees similarly situated, brings this First Amended Complaint
16 against Defendants for the stated violations.

17 3. Plaintiff is and has been a resident of the County of Los Angeles, State of California,
18 at all times relevant here.

19 4. From 2019, through on or about September 15, 2024, Mr. Arriaza was employed by
20 Defendants to work as a non-exempt hourly wage employee in the State of California.
21 Defendants are engaged in the business of providing security services and protection
22 solutions across various sectors, including residential, commercial, retail, and
23 government entities. Based on the public website of Defendants, they have operated
24 their security company since 1997, “comprised of over 800 dedicated professionals
25 providing quality security service.”

26 5. Defendants have employed/jointly employed Mr. Arriaza and the Class/Subclasses to
27 perform work and services for their business and joint enterprise interests. For the
28

1 last 4-5 years, Mr. Arriaza worked as a security guard at the 2871 Santa Monica
2 Blvd., West Hollywood, CA location working the overnight shift from 11:30 PM to
3 7:00 AM. His responsibilities included maintaining the safety and security of the
4 premises during non-operational hours of the business by conducting routine patrols
5 of the parking lot and store parameters/exteriors. Mr. Arriaza was also occupied
6 practically every shift in preventing loitering and managing homeless gatherings and
7 encampments, particularly after business closing hours. He would also allow/provide
8 access to the graveyard crew during the after-hours. Mr. Arriaza was required to
9 remain on-site until the next guard arrived before he was relieved of his duties on
10 every shift. The switching of the guards was often delayed, costing Mr. Arriaza off
11 the clock working hours, for which he has not yet been compensated for. Mr. Arriaza
12 worked at three different Whole Foods locations: 7871 Santa Monica Blvd., West
13 Hollywood, CA 90046; 225 Lincoln Blvd., Venice, CA 90291; and 2520 Glendale
14 Blvd., Los Angeles, CA 9003. Defendants are in a contractual relationship with
15 Whole Foods, Amazon Fresh, or basically for providing security guard services to
16 about 365 locations throughout California.

17 6. Going back for at least four years before the filing of the Complaint and continuing at
18 the present time, Defendants have engaged in the following employment practices in
19 violation of California employment laws, giving rise to the following actions:

- 20 a. Class wide and Subclass wide causes of action for violations of various
21 wage/hour and related laws which deprived Mr. Arriaza and those similarly
22 situated of employment benefits and rights under California law.
- 23 b. A cause of action for violations of the California Private Attorney General Act
24 (“PAGA”), due to exhaustion of the administrative remedy per the notice
25 communicated on July 1, 2025 which was assigned case number LWDA-CM-
26 1109224-25 upon electronic submission to the LWDA.

27 7. Plaintiff and those employees of Class and Subclasses who are similarly situated (also
28

referred here collectively as “Employees”) bring this action against Defendants Platinum Security and DOES 1 through 50, and Defendants’ parent companies, subsidiaries, successors, owners, officers, directors, and managing agents. Employers have employed/jointly employed Employees to perform work and services for their business and joint enterprise interests. Employees will seek to hold all owners, directors, officers and managing agents personally liable under Labor Code § 558 and/or Labor Code § 558.1. Defendants were authorized to do business in the State of California.

8. The business entity Defendants were the alter-egos of each and every other entity, and at all times here mentioned, has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. As well, said entities were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist.

9. Defendants and their parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers for the following reasons: 1) They indirectly exercised control over the wages, hours or working conditions of employees; 2) They had knowledge (either personally or through officers, directors and/or managing agents) of the work employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of employees.

- 1 10. Each of the above-referenced Defendants had authority to set Employers' policies,
2 procedures, and practices as well as the authority to hire, transfer, promote, assign,
3 reward, discipline employees or to effectively recommend said actions. Defendants
4 also had responsibility to act on Employee grievances and/or to effectively
5 recommend actions on employee grievances. Defendants also had the authority
6 and/or responsibility to direct daily work activities of Employees. The exercise of
7 said authority and responsibility by the above-referenced individual Defendants
8 required the use of their independent judgment.
- 9 11. At all times here and four years prior to the filing of the Complaint, Defendants either
10 employed individuals in California and/or were involved in managing businesses
11 and/or employees in California. During those years, Defendants were provided with
12 notifications from various governmental agencies as well as various publications
13 advising them of the requirements of the employment laws referenced here.
14 Accordingly, Defendants knew the obligations owed to employees/joint employees
15 under California law. As such, Defendants' failures to comply with the applicable
16 Labor Code sections, Industrial Wage Orders, regulations, and local laws as described
17 here were done willfully, intentionally and with knowledge of their illegality. Despite
18 said knowledge, Defendants deliberately approved, established and/or implemented
19 company-wide policies, procedures and/or practices they knew violated California
20 law as set forth here and did so for the purpose of maximizing the profits of and/or
21 their own personal gain (monetary or otherwise) to the illegal detriment of Plaintiff
22 and those similarly situated employees of Defendants.
- 23 12. Additionally, Defendants knew it was necessary to possess, and Defendants did
24 possess, a certain level of knowledge and skill to comply with the labor and
25 employment laws applicable to their area of business. Said knowledge was vastly
26 superior to that of Defendants' employees. Moreover, Defendants' employees
27 depended on Defendants to know, record and/or track certain information to ensure
28

1 California labor laws were followed. Such things include the dates and times worked
2 by employees, when wages were owed to employees, the number of rest and meal
3 breaks, when rest and meal breaks were required to be provided, provision and
4 payment of certain vested benefits, reimbursement of expenses, timely payment of
5 wages, consideration given to reporting time wages and regular rate of pay
6 computations, payment of all wages at the time of separation and the information
7 required to be accurately reported on employee wage statements, etc., as articulated in
8 the causes of action set forth in this First Amended Complaint for Class and
9 Representative Action.

- 10 13. The facts linking the fictitiously designated Defendants with the causes of action
11 alleged here and/or the true names and capacities, whether individual, corporate,
12 partnership, or otherwise of Defendants, DOES 1 through 50, are unknown to
13 Plaintiff at this time, who therefore sues Defendants by such fictitious names and will
14 seek to amend this First Amended Complaint to show their true names and/or
15 capacities when ascertained.
- 16 14. There is no legally recognized exemption or exception which excused Defendants and
17 Defendants were without legal justification or excuse for failing to comply with laws.
- 18 15. Venue as to as to each defendant is proper in this judicial district, pursuant to Code of
19 Civil Procedure § 395. The County of Los Angeles is the proper venue, because work
20 for Defendants was performed by Plaintiff and Class/Subclass members in the County
21 of Los Angeles and the legal obligations owed by Defendant to Plaintiff and
22 Class/Subclass members were breached in the County of Los Angeles.
- 23 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is a
24 resident of California, and Defendants are qualified to do business in California and
25 regularly conducts business in California. Defendant Platinum Security, Inc.'s
26 principal place of business is at 11300 West Olympic Blvd., Suite 900, Los Angeles,
27 CA 90064.

28 III.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of himself and all other employees of Defendants who are similarly situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and the putative class and subclass members, and it is impractical to bring all those individuals before the court under separate, different and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if required or ordered by the Court in the future, in accordance with Rules 3.765 and 3.766 (b), California Rules of Court – Notice to Class Members. The class which Plaintiff seeks to represent is composed of and defined as follows:

“Plaintiff Class” – All of Defendants’ current and former non-exempt employees who worked for Defendants in California, during the four years before the filing of the Complaint through the time of class certification.

18. Plaintiff seeks to also certify the following subclasses of employees:

- a) “Unpaid Wage Subclass” – All members of Plaintiff Class who were not paid their minimum/actual wages, including any time that was unlawfully rounded by Defendant or otherwise considered as off-the-clock, as well as overtime wages for hours worked in excess of eight hours per day at the one and a half rate (of an employee’s regular rate of pay) or at a double time rate (of an employee’s regular rate of pay) as applicable under Labor Code §§ 500, 510, 1182.12, 1194 and 1198 and applicable Industrial Wage Orders and local ordinances.
- b) “Meal Period Subclass” – All members of Plaintiff Class who worked each period exceeding five (5) hours without an uninterrupted, off duty, thirty (30) minute meal period and/or periods in excess of ten (10) hours without a second uninterrupted, off duty, thirty (30) minute meal periods as applicable under Labor Code §§ 512 and 226.7 as well and applicable Industrial Wage Orders and local ordinances.

- 1 c) “Rest Period Subclass” – All members of Plaintiff Class who worked periods of
2 four (4) hours or major fraction thereof without a duty-free rest period of at least
3 10-minutes and who were not compensated one hour’s pay at the employee’s
4 regular rate for each day that a rest period was not permitted as applicable under
5 Labor Code §§ 512 and 226.7 as well and applicable Industrial Wage Orders and
6 local ordinances.
- 7 d) “Vacation Pay Subclass” – All members of Plaintiff Class to whom Defendant
8 failed to pay all vacation wages owed, vested or agreed to upon termination or
9 resignation as required by Labor Code §227.3.
- 10 e) “Accrued Sick Time and Covid Benefit Subclass” – All members of Plaintiff
11 Class to whom Defendant failed to provide for and/or pay all sick leave and Covid
12 benefits, required, vested or agreed to as required by Labor Code §§ 233, 246 and
13 246.5.
- 14 f) “Failure to Maintain and/or Produce Employment Records Subclass” – All
15 members of Plaintiff Class to whom Defendant failed to maintain and/or produce
16 employment records, as required by Labor Code §§ 226, 432, 1174 and 1198.5.
- 17 g) “Failure to Reimburse Business Expense Subclass” – All members of Plaintiff
18 Class to whom Defendant failed to reimburse their business expenses, as required
19 by Labor Code §2800.
- 20 h) “Release of Claims Subclass” – All members of Plaintiff Class who are/were
21 required to release their wage and hour claims by Defendant, prohibited by Labor
22 Code §206.5.
- 23 i) “Reporting Time Subclass” – All members of Plaintiff Class who were required to
24 report to work and reported to work but not paid their wages in accordance with
25 Labor Code §1198 and California Code of Regulations, Title 8, Section 11160(5).
- 26 j) “Untimely Payment of Wage Subclass” – All members of Plaintiff Class whose
27 wages were not paid in a timely manner as mandated by Labor Code §204.
28

- 1 k) “Failure to Pay Regular Rate of Pay Subclass” – All members of Plaintiff Class
2 who were not paid by Defendant for “regular rate of pay,” encompassing all
3 nondiscretionary payment in their computation of premium pay for non-compliant
4 meal, rest ore recovery period under Labor Code § 226.7(c) and *Ferra v. Loews*
5 *Hollywood Hotel, LLC* (2021) 11 Cal5th 858.
- 6 l) “Failure to Timely Pay Wages at Separation Subclass” – All members of Plaintiff
7 Class who were not paid their final wages at the time of their separation, as
8 required by Labor Code §§ 201, 202, and 203.
- 9 m) “Wage Statement Subclass” – All members of Plaintiff Class who did not receive
10 Code compliant wage statements from Defendant as required by Labor Code
11 §226(a).
- 12 n) “UCL Subclass” – All members of the of the above subclasses [set forth in sub-
13 sections a) through m) above] who were subject to unlawful, illegal, unfair and/or
14 deceptive business acts and practices by Defendant and are entitled to
15 disgorgement and restitution of unpaid wages.
- 16 19. There is a well-defined community of interest among many persons who comprise a
17 readily ascertainable class and above defined subclasses:
- 18 a) Numerosity - The potential members of the Class and Subclasses as defined here
19 are so numerous that the individual joinder of all of them as named plaintiffs is
20 impracticable. The number of members of the Class and Subclasses is unknown
21 to Plaintiff. It is however estimated that the members are more than 100
22 individuals, whose identities may readily be ascertained from Defendants’ records.
- 23 b) Typicality – The claims of Plaintiff are typical of the claims of all members of the
24 Class and Subclasses, who sustained similar damages arising out of Defendants’
25 common course of conduct in violation of law as alleged.

- 1 c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the
2 members can readily be identified and located based on the Defendants’ payroll
3 and personnel records.
- 4 d) Adequacy – Plaintiff is an adequate representative of the Class and Subclasses.
5 Plaintiff will fairly protect the interests of the members, he has no interest adverse
6 to the members, and he will vigorously pursue this lawsuit on behalf of all the
7 members of the Class and Subclasses. Plaintiff’s attorneys are competent, skilled
8 and experienced in litigating large employment law class actions.
- 9 e) Superiority - Class action treatment will allow many similarly situated persons to
10 prosecute their common claims in a single forum simultaneously, efficiently, and
11 without the unnecessary duplication of effort and expense that numerous
12 individual actions would require. Further, the monetary amounts due to many
13 individual members of the Class and Subclasses are likely to be relatively small,
14 and the burden and expense of individual litigation would make it difficult or
15 impossible for the members to seek and obtain relief. A class action will serve an
16 important public interest by permitting employees harmed by Defendants’
17 unlawful practices to effectively pursue recovery of the sums owed to them.
- 18 f) Common Questions of Law and Fact – There are common questions of law and
19 fact as to the members of the Class and Subclasses which are superior to questions
20 affecting only individual members of the Class and Subclasses. The common
21 questions of law and fact are alleged here, and if necessary, will be refined with
22 the progress of formal discovery in the case.

23 **FIRST CAUSE OF ACTION – FAILURE TO PAY MINIMUM WAGES,**
24 **BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO & CLASS/SUBCLASS**
25 **MEMBERS AGAINST ALL DEFENDANTS**

- 26 20. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.
27 21. Pursuant to Labor Code § 1182.12, applicable Industrial Wage Orders, and local
28

ordinances, Defendants were required to pay Plaintiff and Class/Subclass members at least the minimum hourly wage.

22. Defendants willfully, knowingly, and intentionally failed to calculate and compensate Plaintiff and Class/Subclass members the minimum wages for all the hours worked, including, but not limited to, off the clock work, rounded time, and the time required to clock in/out for rest and/or meal breaks, etc. Said violations also include non-compliance with the local wage ordinances in place.

23. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

SECOND CAUSE OF ACTION – FAILURE TO PAY OVERTIME WAGES,
BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO & CLASS/SUBCLASS
MEMBERS AGAINST ALL DEFENDANTS

24. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

25. Pursuant to Labor Code § 510 and the applicable Industrial Wage Orders, Defendants were required to pay Plaintiff and Class/Subclass members overtime pay as follows:

- a. For work more than 8 hours in one workday, no less than one and one-half times the employee's regular rate of pay for all hours worked more than 8 hours up to and including 12 hours in one workday.
- b. For work more than 12 hours in one workday, no less than twice the employee's regular rate of pay.
- c. For work more than 40 hours in any one workweek, no less than one and one-half times the employee's regular rate of pay for all hours more than 40 hours.

26. At all times during the statute of limitations period applicable to this cause of action, Defendants, and each of them, willfully, knowingly, and intentionally failed to calculate and compensate Plaintiff and Class/Subclass members the overtime wages per Labor Code § 510 and/or applicable Industrial Wage Order. Specifically, Defendants unfairly rounded

1 work hours and/or otherwise failed to include all the time worked in calculating the wages
2 that were owed for each pay period, including off the clock work. Hence, Plaintiff and
3 Class/Subclass members were denied overtime wages.

4 27. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
5 penalties, awards, and remedies set forth in the Prayer for Damages.

6 **THIRD CAUSE OF ACTION - FAILURE TO PROVIDE MEAL PERIODS OR**
7 **PREMIUM PAY, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO**
8 **& CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

9 28. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

10 29. Pursuant to Labor Code § 512 and the applicable Wage Orders, an employer may
11 not employ an employee to work more than a five hours per day without providing the
12 employee with a thirty-minute meal break within the first five hours.

13 30. Labor Code § 512 and the applicable Wage Order further provide that an employer
14 may not employ an employee for a work period of more than ten hours per day without
15 providing the employee with a second meal period of not less than 30 minutes. California
16 law also requires that for a meal period to qualify as a valid meal period under the law, the
17 meal period must be timely, off-duty, unrestricted, and uninterrupted.

18 31. Defendants either deprived Plaintiff and Class/Subclass members of taking the meal
19 period(s) required each workday, required them to take their meal periods after the fifth
20 hour of work, restricted meal periods, and/or interrupted meal periods. As a result,
21 Defendants were required by Labor Code § 226.7 and/or the applicable IWC Wage Orders
22 to pay Plaintiff and Class/Subclass members “premium pay,” i.e., one (1) hour of pay at
23 their regular rate of pay for each workday.

24 32. For the period that Plaintiff and Class/Subclass members were employed by
25 Defendants, Defendants failed to provide meal periods and failed to pay premium pay.

26 33. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
27 penalties, awards, and remedies set forth in the Prayer for Damages.

**FOURTH CAUSE OF ACTION – FAILURE TO PROVIDE REST PERIODS OR
PREMIUM PAY, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO &
CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

34. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

35. Pursuant to the California Labor Code, the applicable Industrial Wage Order, and/or applicable regulation, employers must authorize and permit employees to take paid rest periods at the rate of 10 minutes net rest time per four hours or major fraction thereof (unless the total work time is less than 3 ½ hours). So far as practical, the mandatory rest breaks must be provided in the middle of each work period of the workday. And, the rest break must be paid, timely, off-duty, unrestricted, and uninterrupted.

36. Plaintiff and Class/Subclass members regularly worked more than 6 hours a day, entitling them to two 10-minute rest breaks -- one in the middle of the first work period of each workday and one in the middle of the second work period during each workday.

37. In violation of California law, Defendants either 1) deprived Plaintiff and Class/Subclass members of taking the rest periods required under California law, 2) required them to take the rest breaks too early or too late (even though it was practical for Plaintiff and Class/Subclass members to take their rest breaks in the middle of each work period), 3) restricted the rest breaks and/or 4) interrupted the rest breaks.

38. In violation of Labor Code § 226.7, Defendants also failed to pay Plaintiff and Class/Subclass members one (1) hour of pay at their regular rate of pay for each workday that a rest break was not provided, was provided too early or too late, was on-duty, was restricted, and/or was interrupted.

39. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

FIFTH CAUSE OF ACTION – FAILURE TO PAY VESTED VACATION

BENEFITS, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO &

CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

40. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

41. As required by Labor Code § 227.3, unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to his as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

42. Defendants have violated and continue to violate Labor Code § 227.3 by failing to pay Plaintiff and Class/Subclass members vested vacation time at the time of their separation from Defendants.

43. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

SIXTH CAUSE OF ACTION – FAILURE TO PROVIDE/PERMIT ACCRUED

SICK TIME & COVID BENEFITS, BY PLAINTIFF PORFIRIO A. ARRIAZA

DELGADO & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

44. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

45. Pursuant to Labor Code §246, employers in California are required to provide employees with sick leave time that accrues at the rates mandated or other applicable law. An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date as set forth in the Code, whichever is later, subject to the use and accrual limitations set forth. Defendants are also required to notify employees of the amount of their accrued sick leave either in their wage statements or in a separate writing with the employee's payment of

1 wages.

2 46. Pursuant to Labor Code § 233, employers are also required to permit employees to
3 use accumulated sick time for any of the reasons specified in Labor Code § 246.5 including
4 the following: diagnosis, care, or treatment of an existing health condition of (or preventive
5 care for) an employee or an employee's family member. Labor Code § 246.5 specifically
6 prohibits an employer from denying employees the right to use accrued sick days or
7 attempting to exercise their right to use accrued sick days.

8 47. Pursuant to Labor Code § 246 as well, an employer may lend paid sick days to an
9 employee in advance of accrual, at the employer's discretion and with proper
10 documentation. Defendants were also duty bound to provide Plaintiff and Class/Subclass
11 members with written notice that sets forth the amount of paid sick leave available, or paid
12 time off leave Defendants provided in lieu of sick leave, for use on either itemized wage
13 statement described in Section 226 or in a separate writing provided on the designated pay
14 date with payment of wages.

15 48. Furthermore, a covered employee, who is considered full-time or who worked or
16 was scheduled to work an average of at least 40 hours per week in the two weeks before the
17 leave is taken, is entitled to up to 80 hours of medical leave, comprised of 40 hours of
18 COVID-19 Supplemental Paid Sick Leave and an additional 40 hours if the covered
19 employee or the qualifying family member tests positive for COVID-19.

20 49. Defendants failed to confer Code compliant sick leave and Covid benefits to
21 Plaintiff and Class/Subclass members.

22 50. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
23 penalties, awards, and remedies set forth in the Prayer for Damages.

24 **SEVENTH CAUSE OF ACTION – FOR FAILURE TO MAINTAIN AND/OR**
25 **PRODUCE EMPLOYEE RECORDS, BY PLAINTIFF PORFIRIO A. ARRIAZA**
26 **DELGADO & CLASS/SUBCLASS MEMBERS AGAISNT ALL DEFENDANTS**

27 51. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.
28

52. Defendants have failed and continue to fail record keeping practices in compliance with Labor Code Sections 1174 (c) and (d), which in pertinent part provide: “(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

53. Defendants have ignored repeated certified and first-class US mail written requests for production of records and have failed to produce any employment records, in violation of Labor Code §§ 226, 432 and 1198.5 and applicable Industrial Wage Orders.

54. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

**EIGHTH CAUSE OF ACTION – FOR FAILURE TO REIMBURSE ALL
BUSINESS EXPENSES, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO
& CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

55. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

56. Labor Code § 2800 provides, in pertinent part, “[a]n employer shall in all cases indemnify the employee for losses caused by the employer’s want of ordinary care.” Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify the employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of him of his duties...”

57. Defendants required Plaintiff and Class/Subclass members to incur certain expenses

1 during the course and scope of the work for Defendants. Defendants have failed to
2 reimburse Plaintiff and Class/Subclass members for said business related expenses under
3 California law.

4 58. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
5 penalties, awards, and remedies set forth in the Prayer for Damages.

6 **NINTH CAUSE OF ACTION – FOR RELEASE OF CLAIMS FOR WAGE**
7 **VIOLATIONS, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO &**
8 **CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

9 59. Plaintiff incorporates paragraphs 1– 57, except for paragraphs 20, 23, 24, 27, 28, 33,
10 34, 39, 40, 43, 44, 50, 51, 54 and 55 of this First Amended Complaint.

11 60. California Labor Code section 206.5 prohibits employers from requiring employees
12 to execute releases of a claim or right “on account of wages due, or to become due, or made
13 as an advance on wages to be earned, unless payment of those wages has been made. A
14 release required or executed in violation of the provisions of this section shall be null and
15 void as between the employer and the employee.”

16 61. Plaintiff and Class/Subclass members were required to release their claims for unpaid
17 wages, penalties, and other claims as a condition to receiving their paychecks. That practice
18 is in violation of California Labor Code § 206.5. Plaintiff and Class/Subclass members are
19 entitled to penalties, attorney’s fees, costs, and interest, per Labor Code §§ 2699(a), (f)-(g).

20 62. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
21 penalties, awards, and remedies set forth in the Prayer for Damages.

22 **TENTH CAUSE OF ACTION – FOR REPORTING TIME VIOLATIONS BY**
23 **PLAINTIFF PORFIRIO A. ARRIAZA DELGADO & CLASS/SUBCLASS**
24 **MEMBERS AGAINST ALL DEFENDANTS**

25 63. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

26 64. No employer may employ an employee prohibited by the applicable IWC wage
27 orders. California Labor Code section 1198 further requires that “. . . the standard
28

1 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
2 employees. The employment of any employee . . . under conditions of labor prohibited by
3 the order is unlawful.”

4 65. California Code of Regulations, Title 8, section 11160(5)(A) provides that “[e]ach
5 workday an employee is required to report for work and does report, but is not put to work
6 or is furnished less than half said employee’s usual or scheduled day’s work, the employee
7 shall be paid for half the usual or scheduled day’s work, but in no event for less than two
8 (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall
9 not be less than the minimum wage.”

10 66. Defendants violated California Labor Code section 1198 and California Code of
11 Regulations, Title 8, section 11160(5), because they failed to pay Plaintiff and
12 Class/Subclass members reporting time pay when he reported to work.

13 67. Plaintiff and Class/Subclass members are entitled to recover damages, civil penalties,
14 attorney’s fees, costs, and interest thereon, as set forth in the Prayer for Damages.

15 **ELEVENTH CAUSE OF ACTION – FAILURE TO PAY WAGES/ TIMELY PAY**
16 **WAGES FOR ALL TIME WORKED, BY PLAINTIFF PORFIRIO A. ARRIAZA**
17 **DELGADO & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

18 68. Plaintiff incorporates paragraphs 1– 66, except for paragraphs 20, 23, 24, 27, 28, 33,
19 34, 39, 40, 43, 44, 50, 51, 54, 55, 58, 59, 62, and 63 of this First Amended Complaint.

20 69. Pursuant to Labor Code § 200, wages in California include all amounts for labor
21 performed by employees of every description, whether the amount is fixed or ascertained
22 by the standard of time, task, piece, commission basis, or other method of calculation.

23 Wages under Labor Code § 200 also include vested benefits such as premium pay for
24 missed, untimely, on-duty, restricted and/or interrupted meal periods and/or rest breaks.

25 Plaintiff and Class/Subclass members must be paid all earned wages within the timeframes
26 set forth in Labor Code § 204.

27 70. Defendants willfully, knowingly, and intentionally failed to pay Plaintiff and
28

1 Class/Subclass members for all time worked. Defendants also failed to pay for missed,
2 untimely, short, on-duty, interrupted or restricted meal and/or rest breaks.

3 71. Since such wages were not paid, said wages were also not paid in accordance with the
4 time frames set forth in Labor Code § 204.

5 72. Plaintiff and Class/Subclass members are entitled to recover the wages, damages,
6 penalties, awards, and remedies set forth in the Prayer for Damages.

7 **TWELFTH CAUSE OF ACTION – FAILURE TO PAY REGULAR RATE OF PAY,**

8 **BY PORFIRIO A. ARRIAZA DELGADO & CLASS/SUBCLASS MEMBERS**

9 **AGAINST ALL DEFENDANTS**

10 73. Plaintiff incorporates paragraphs 1– 71, except for paragraphs 20, 23, 24, 27, 28, 33,
11 34, 39, 40, 43, 44, 50, 51, 54, 55, 58, 59, 62, 63, 67 and 68 of this First Amended
12 Complaint.

13 74. Defendants have failed and continue to fail to take into consideration the “regular rate
14 of pay,” encompassing all nondiscretionary payments, not just hourly wages, in their
15 computation of premium pay for non-compliant meal, rest or recovery period under Labor
16 Code Section 226.7(c) and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

17 75. Defendants have also failed and continue to fail to take into consideration the regular
18 rate of pay in their computation of overtime pay pursuant to Labor Code Section 510(a).

19 76. Plaintiff and those Class/Subclass members who received non-discretionary bonuses
20 were denied the appropriate wages based on the regular rate analysis and adjustments.

21 77. Plaintiff and Class/Subclass members are entitled to recover the damages, penalties,
22 awards, and other remedies set forth in the Prayer for Damages.

23 **THIRTEENTH CAUSE OF ACTION FOR FAILURE TO TIMELY PAY WAGES**

24 **OWED AT TIME OF SEPARATION, BY PLAINTIFF PORFIRIO A. ARRIAZA**

25 **DELGADO & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

26 78. Plaintiff incorporates paragraphs 1– 77, except for paragraphs except for paragraphs
27 11, 14, 15, 18, 19, 24, 25, 30, 31, 34, 35, 41, 42, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70,
28

71, 72 and 73 of this First Amended Complaint.

79. Pursuant to Labor Code § 201, employers are required to immediately pay employees all wages due at the time employees are discharged. Additionally, pursuant to Labor Code § 202, if an employee gives at least 72-hours previous notice of their intent to quit/retire, the employer is required to pay the employee all wages due at the time the employee quits/retires. Pursuant to Labor Code § 202, if an employee does not give 72-hours previous notice of their intention to quit/retire, the employer is required to pay the employee all wages due within 72-hours of the time the employee leaves employment.

80. In violation of Labor Code §§ 201-202, Plaintiff and Class/Subclass members were not paid all paid all wages due at the time of her separation from Defendants even though said Defendants knew such payment was owed in accordance with Labor Code §§ 201-202. Plaintiff and Class/Subclass members were not paid overtime, regular time, minimum, premium, and reporting time wages. Also, Plaintiff and Class/Subclass members were not paid vacation and accrued sick and Covid benefits that were owed at the time of their separation from Defendants. Defendants willfully violated Labor Code §§ 201-202 and the applicable IWC Wage Order(s).

81. Because Plaintiff and Class/Subclass members were not paid all the wages owed in accordance with the time frames set forth in Labor Code §§ 201-202, pursuant to Labor Code § 203, Defendants were required to pay regular wages from the due date thereof at the same rate until paid, up to a maximum of thirty (30) days of pay.

82. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

**FOURTEENTH CAUSE OF ACTION – FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS, BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO &
CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS**

83. Plaintiff incorporates paragraphs 1– 81, except for paragraphs except for paragraphs 11, 14, 15, 18, 19, 24, 25, 30, 31, 34, 35, 41, 42, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70,

71, 72, 73, 77, and 78 of this First Amended Complaint.

84. Pursuant to Labor Code § 226(a), each time an employer pays wages to an employee, the Employer is required to furnish the employee with an “accurate itemized statement in writing” that itemizes the following: 1) gross wages earned; 2) total hours worked; 3) the number of piece-rate units earned and the applicable piece rates; 4) all deductions; 5) net wages earned; 6) the inclusive dates for which the employee is being paid; 7) name of the employee and only the last 4 digits of his/her social security number or employee I.D. number; 8) the name and address of the legal entity of the employer; and 9) all hourly rates in effect to the pay period and hours worked at each hourly rate.

85. Defendants violated Labor Code §226(a) by not providing Plaintiff and Class/Subclass members with Code compliant wage statements.

86. As a result, Plaintiff and Class/Subclass members were unable to reasonably, promptly and easily determine the information intended to be communicated to Plaintiff and Class/Subclass members. A reasonable person would also have been unable to readily discern the above information without reference to other documents or information.

87. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

FIFTEENTH CAUSE OF ACTION – UNFAIR BUSINESS PRACTICES,
BY PLAINTIFF PORFIRIO A. ARRIAZA DELGADO & CLASS/SUBCLASS
MEMBERS AGAINST ALL DEFENDANTS

88. Plaintiff incorporates paragraphs 1– 86, except for paragraphs except for paragraphs 11, 14, 15, 18, 19, 24, 25, 30, 31, 34, 35, 41, 42, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70, 71, 72, 73, 77, 78, 82 and 83 of this First Amended Complaint.

89. Business and Professions Code §17200 provides as applicable “. . . [U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice”

90. Business and Professions Code §17205 provides that unless otherwise expressly

provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

91. Business and Professions Code §17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property because of such unfair competition.

92. Defendants have engaged in unlawful business acts or practices, including those set forth in the preceding paragraphs of the First Amended Complaint and have wrongfully deprived Plaintiff and Class/Subclass from the minimum working standards and conditions under the California Labor Code, the Code of Regulations and/or applicable IWC Wage Order(s), as set forth here.

93. Defendants have also engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, which have been incorporated for this Cause of Action.

94. Defendants’ use of such illegal and unfair practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants’ competitors who comply with the above-referenced employment laws and regulations.

95. Defendants have engaged in said unlawful and unfair business practices on a continuous basis for many years up until the present time. As a result, Plaintiff and Class/Subclass have suffered injury in fact and has lost money and/or property as described here.

96. Defendants are required to pay restitution to restore all monies withheld, acquired and/or converted, and the court is requested to issue an injunction prohibiting Defendants from engaging in the foregoing conduct, and as necessary, appoint a receiver.

97. Plaintiff and Class/Subclass are entitled in addition to an award of attorneys’ fees and costs of suit on this cause of action pursuant to Code of Civil Procedure §1021.5 as well as other damages set forth in the Prayer for Damages.

**SIXTEENTH CAUSE OF ACTION – VIOLATION OF LABOR LAWS GIVING
RISE TO AN ACTION PURSUANT TO THE PRIVATE ATTORNEYS GENERAL
ACT (PAGA),
BY PLAINTIFF MARIA REINA BONILLA & CLASS/SUBCLASS MEMBERS
AGAINST ALL DEFENDANTS**

98. Plaintiff incorporates paragraphs 1– 86, except for paragraphs except for paragraphs 11, 14, 15, 18, 19, 24, 25, 30, 31, 34, 35, 41, 42, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70, 71, 72, 73, 77, 78, 82, 83, 87, and 88 of this First Amended Complaint.

99. Plaintiff brings this cause of action pursuant to the Private Attorneys General Act (Labor Code §2699 et seq.) on behalf of herself and all aggrieved employees as described as follows: All current and former employees of Defendants who were either 1) classified as non-exempt employees or 2) should have been classified as non-exempt employees who worked for Defendants at any time during the following time period: One year before the date that the PAGA Notice Letter was filed with the LWDA to the present and continuing until the unlawful employment practices are stopped or a judgment is obtained.

100. Plaintiff has exhausted all statutory prerequisites to filing a Private Attorneys General Action in this matter by providing written notice to the Labor and Workforce Development Agency on July 1, 2025, that Defendants had violated and were continuing to violate provisions of the California Labor Code. Pursuant to the PAGA, said filing and submission through the LWDA portal resulted in a tolling of the applicable statute of limitation(s).

101. At least sixty-five days has passed since Plaintiff provided written notice (by online submission to the Labor and Workforce Development Agency and by certified mail to Defendants) that Defendants had violated and continued to violate provisions of the California Labor Code. Plaintiff has not received notice from the LWDA that it intends to prosecute an action against Defendants. Therefore, as statutorily permitted by Labor Code § 2699.3, Plaintiff has the right to commence a PAGA action pursuant to Labor Code § 2699.

1 102. As applicable under California law, Plaintiff and the rest of the aggrieved employees
2 (on behalf of the LWDA, themselves, and/or other aggrieved employees) are entitled to
3 recover the penalties, awards, attorneys' fees, costs, interest, and other remedies set forth in
4 Labor Code §2699 et seq. and corresponding provisions of the Labor Code.

5 103. On behalf of himself and the remaining aggrieved employees, Plaintiff alleges the
6 following PAGA counts, in the same order as set forth in PAGA Notice of July 30,
7 2025:

- 8 a. Failure to Pay Minimum Wages based on the incorporated paragraphs.
- 9 b. Failure to Pay Overtime based on the incorporated paragraphs.
- 10 c. Meal Period Violations based on the incorporated paragraphs.
- 11 d. Rest Break Violations based on the incorporated paragraphs.
- 12 e. Vacation Pay Violations based on the incorporated paragraphs.
- 13 f. Sick and Covid Period/Benefits' Violations based on the incorporated
14 paragraphs.
- 15 g. Failure to Pay Regular Rate of Pay/Inadequate compensation based on the
16 incorporated paragraphs.
- 17 h. Reporting Time Violations based on the incorporated paragraphs.
- 18 i. Untimely Payment of Wages based on the incorporated paragraphs.
- 19 j. Failure to Timely Pay Wages at Separation based on the incorporated
20 paragraphs.
- 21 k. Wage Statements Violations based on the incorporated paragraphs.
- 22 l. Unreimbursed Business Expenses Violations based on the incorporated
23 paragraphs.
- 24 m. Release of Claims for Wage Violations based on the incorporated paragraphs.
- 25 And,
- 26 n. Suitable Seating Violations.

104. Because of the foregoing and incorporated PAGA violations, Plaintiff and other aggrieved employees are entitled to recover penalties, awards, and remedies set forth in the Prayer for Damages.

PRAYER FOR DAMAGES

WHEREFORE, Plaintiff, on his behalf and on behalf of all Class and Subclass members as well as the current and former aggrieved employees of Defendants, prays for judgment against Defendants, and each of them, and requests the following orders, legal and equitable relief, penalties and damages, including fees, costs and interest:

1. An order certifying that Plaintiff may pursue his claims as a class action under Section 382 of the Code of Civil Procedure.
2. An order certifying Plaintiff Class and each Subclass.
3. An order appointing Plaintiff's counsel as Class and/or Subclass counsel.
4. Payment of all unpaid/underpaid wages, including but not limited to regular wages, overtime wages, reporting time wages, vacation and sick leave/Covid benefits, and/or minimum wages, pursuant to Labor Code §§ 510 and 1194.
5. All premium pay/wages owed for untimely, missed, or interrupted meal periods and/or rest breaks.
6. Payment of continuing wages to the fullest extent under Labor Code § 203.
7. All statutory penalties under the Labor Code for an employee and class/subclass members to recover from Defendants for violation(s) of the Labor Code, applicable Industrial Wage Order(s) and/or local laws/ordinances which were violated.
8. Reimbursement of all business expenses pursuant to Labor Code §2802.
9. All liquidated damages under the Labor Code, including Labor Code §§1194.2 and 1197.1.
10. All equitable relief permitted under California law.
11. Full restitution of all monies and disgorgement of wrongfully obtained profits

- 1 pursuant to Bus. & Prof. Code §§17203 and 17204.
- 2 12. A preliminary and permanent injunction prohibiting Defendants from engaging in the
- 3 unlawful and/or unfair employment practices and appointment of a receiver.
- 4 13. All civil penalties and/or other penalties and remedies recoverable under the PAGA
- 5 pursuant to the prevailing PAGA statutes, including, but not limited to, Labor Code §§
- 6 2698, 2699, 2699.3, 2699.5, 2699.6 and 2699.8, applicable Industrial Wage Order(s)
- 7 and/or local ordinances.
- 8 14. Reasonable attorneys' fees and costs pursuant to statutes, including, but not limited to
- 9 Labor Code §§ 218.5 and 1194 as well as Code of Civil Procedure §102.5, to the
- 10 fullest extent permitted under California law.
- 11 15. For costs of suit, prejudgment and post-judgment interest in accordance with proof.
- 12 16. For such other relief that the Court may deem just and proper.

13
14 DATED: Sept. 22, 2025

MOORADIAN LAW, APC



15
16 By: _____

17 Zorik Mooradian,
18 Attorneys for Plaintiff Porfirio A. Arriaza
19 Delgado and all other Class/Subclass Members
and Aggrieved Employees who are similarly
situated

20 **DEMAND FOR A JURY TRIAL**

21 Plaintiff Porfirio A. Arriaza Delgado hereby demands a jury trial in the above case.

22
23 DATED: Sept. 22, 2025

MOORADIAN LAW, APC



24
25 By: _____

26 Zorik Mooradian,
27 Attorneys for Plaintiff Porfirio A. Arriaza
28 Delgado and all other Class/Subclass Members
and Aggrieved Employees who are similarly
situated