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13 on behalf of all others similarly situated

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

16 ALFREDO GONZALEZ, individually, and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 SOHO HOUSE WEST HOLLYWOOD LLC;
21 LA 1000 SANTA FE, LLC; LITTLE BEACH
22 HOUSE MALIBU, LLC; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No.:

CLASS ACTION COMPLAINT:

1. Failure to Pay Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Pay Vested Vacation Wages;
4. Failure to Pay All Wages Due Upon Separation of Employment; and
5. Unfair and Unlawful Business Practices.

DEMAND FOR JURY TRIAL

1 Plaintiff Alfredo Gonzalez (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class action against defendants Soho House West
5 Hollywood LLC, LA 1000 Santa Fe, LLC, Little Beach House Malibu, LLC, and DOES 1 through
6 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of a class of
7 individuals who are and were employed by Defendants as non-exempt or hourly-paid employees
8 throughout California.

9 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations
10 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
11 which contribute to Defendants’ deliberate unfair competition.

12 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 (a) failing to pay all overtime, vacation, and sick wages;
- 15 (b) failing to provide meal periods or pay meal period premiums;; and
- 16 (c) failing to pay all wages due upon separation of employment.

17 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other
18 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,
19 benefits, interest, attorneys’ fees, costs and expenses, restitution, and penalties pursuant to Labor
20 Code §§ 201, 202, 203, 226.7, 227.3, 246, 248.5, 510, 512 1194, 1198, and Code of California
21 Civil Procedure § 1021.5.

22 JURISDICTION AND VENUE

23 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

24 6. The monetary damages, restitution, penalties, and other legal and equitable relief
25 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established
26 according to proof at trial.

27 7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
28 California Constitution, which grants the superior court “original jurisdiction in all other causes”

1 except those given by statute to other courts. The statutes under which this action is brought do not
2 specify any other basis for jurisdiction.

3 8. This Court has jurisdiction over all Defendants because, upon information and
4 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
5 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
6 of jurisdiction over them by the California courts consistent with traditional notions of fair play
7 and substantial justice.

8 9. Venue is proper in this court because Defendants maintain offices, have agents,
9 employ individuals, and/or transact business in this county.

10 **THE PARTIES**

11 10. Plaintiff is a California resident and was employed by Defendants in West
12 Hollywood, California as a non-exempt food runner from approximately December 2023 to
13 approximately July 2025.

14 11. Defendants were and are subject to the Labor Code and IWC Wage Orders as
15 employers whose employees were and are engaged to work throughout this county and the State
16 of California.

17 12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
18 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
19 fictitiously named Defendants once their names and capacities become known.

20 13. Plaintiff is informed and believes and thereon alleges that each and all of the acts
21 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
22 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
23 other co-Defendants and within the course and scope of such agency, employment, joint venture,
24 or concerted activity with legal authority to act on the others' behalf.

25 14. Plaintiff is informed and believes and thereon alleges that during the relevant time
26 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class
27 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
28 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working

1 conditions, working hours, and conditions of employment of Plaintiff and the other members of
2 the class so as to make each Defendant an employer liable under the statutory provision set forth
3 herein.

4 15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
5 the authority to hire and terminate Plaintiff and the other members of the class, to set work rules
6 and conditions governing Plaintiff and the other members of the class's employment, and to
7 supervise their daily employment activities.

8 16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
9 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of
10 the class's employment for them to be joint employers of Plaintiff and the other members of the
11 class.

12 **CLASS ACTION ALLEGATIONS**

13 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
14 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
15 Business and Professions Code, and IWC Wage Order Violations.

16 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
17 authorized by California law.

18 19. Plaintiff's proposed class consists of and is defined as follows:

19 All individuals currently or formerly employed by Defendants as
20 non-exempt or hourly-paid employees in the State of California at
21 any time between four years prior to the filing of this action and the
date of class certification ("Class").

22 20. Members of the Class described above will be collectively referred to as "Class
23 Members."

24 21. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or
25 modify or re-define any class definition as appropriate based on investigation, discovery, and
26 specific theories of liability.

27 22. There are common questions of law and fact as to the Class Members that
28 predominate over any questions affecting only individual members including, but not limited to

the following:

- (a) Whether Defendants failed to pay Plaintiff and Class Members all wages (including sick and overtime wages);
- (b) Whether Defendants failed to pay meal period premiums at the regular rate of pay when Plaintiff and Class Members were not provided with timely, 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- (c) Whether Defendants failed to pay Plaintiff and Class Members their vested vacation wages upon termination at their final rate;
- (d) Whether Defendants failed to pay Plaintiff and Class Members all wages timely upon termination of employment;
- (e) Whether Defendants' conduct was willful, reckless, intentional, and/or knowing; and
- (f) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code § 17200, et seq.

23. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

- (a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class Members, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to
3 prosecute the claims alleged herein to obtain full compensation and penalties
4 due. Plaintiff's attorneys, as proposed class counsel, are competent and
5 experienced in litigating large employment class actions and versed in the
6 rules governing class action discovery, certification, and settlement. Plaintiff
7 has incurred and, throughout the duration of this action, will continue to
8 incur attorneys' fees and costs that have been and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of the
10 Class Members.

11 (d) Superiority: The nature of this action makes use of class action adjudication
12 superior to other methods. A class action will achieve economies of time,
13 effort, and expense as compared with separate lawsuits and will avoid
14 inconsistent outcomes because the same issues can be adjudicated in the
15 same manner for the entire Class at the same time. If appropriate, this Court
16 can, and is empowered to, fashion methods to efficiently manage this case
17 as a class action.

18 **GENERAL ALLEGATIONS**

19 24. During the relevant time period, Defendants employed Plaintiff and Class Members
20 as non-exempt or hourly-paid employees throughout California at Defendants' California business
21 location(s).

22 25. During the relevant time period, Defendants knew that Plaintiff and Class Members
23 were entitled to overtime compensation at 1.5 times their regular rate of pay and paid sick days at
24 either their regular rate of pay or by dividing Plaintiff's and Class Members' total wages by the
25 total hours worked in the full pay periods of the prior 90 days of employment. However,
26 Defendants failed to pay Plaintiff and Class Members the applicable overtime wage owed for all
27 hours worked and payment for sick days at the correct rate due to Defendants' policy and practice
28 of failing to include mandatory service charges in the regular rate of pay. As a result, Defendants

1 failed to pay Plaintiff and Class Members for all overtime wages in violation of the Labor Code,
2 Business and Professions Code, and applicable IWC Wage Order.

3 26. During the relevant time period, Defendants knew that Plaintiff and Class Members
4 were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked
5 or payment of meal period premiums at their regular rate of pay in lieu thereof. However,
6 Defendants failed to provide Plaintiff and Class Members with 30-minute, uninterrupted, duty-free
7 meal periods for every 5 hours worked and failed to pay meal period premiums at their regular rate
8 of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order. Specifically,
9 when Defendants paid meal period premiums, they did so Plaintiff and Class Members' base hourly
10 rate rather than at their regular rate of pay.

11 27. During the relevant time period, Defendants knew that Plaintiff and Class Members
12 were entitled to receive all vested vacation time upon termination of employment at their final rate
13 of pay. However, Defendants paid vested vacation time upon termination of employment at
14 Plaintiff and Class Members' base hourly rate rather than their final rate of pay in violation of the
15 Labor Code.

16 28. During the relevant time period, Defendants knew that Plaintiff and Class Members
17 were entitled to timely payment of wages due upon separation of employment. However, when
18 Defendants paid Plaintiff and Class Members waiting time penalties, Defendants paid the penalties
19 using Plaintiff's and Class Members' base hourly rate rather than at their daily rate. As a result, in
20 violation of the Labor Code, Plaintiff and Class Members did not receive all waiting time penalties
21 owed.

22 29. During the relevant time period, Defendants knew they had a duty to compensate
23 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation
24 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'
25 profits.

26 30. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among
28 other things, unpaid wages (including minimum, regular, and overtime wages), unpaid meal period

1 premium payments, unpaid rest period premium payments, unlawfully deducted wages, interest,
2 attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES**

5 (Violation of Labor Code §§ 510, 1194, & 1198; Violation of IWC Wage Order § 3)

6 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 32. During the relevant time period, Defendants were required to compensate Plaintiff
9 and Class Members for all overtime hours worked at the correct rate of pay pursuant to Labor Code
10 §§ 510, 1194, and 1198, and the applicable IWC Wage Order.

11 33. Labor Code §§ 510, 1194, and 1198, Defendants were required to compensate
12 Plaintiff and Class Members for all overtime hours worked, calculated at 1 ½ times their regular
13 rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for
14 the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours
15 worked after 12 in a workday and for all hours over 8 on the 7th day of any workweek.

16 34. During the relevant time period, Defendants failed to pay Plaintiff and Class
17 Members all wages owed when Defendants did not pay for all overtime hours worked at the correct
18 rate of pay.

19 35. In violation of the Labor Code, Defendants knowingly and willfully refused to
20 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
21 all hours worked, including work performed in workweeks in which they did not qualify for any
22 overtime compensation.

23 36. During the relevant time period, Defendants failed to pay all overtime wages to
24 Plaintiff and Class Members for all hours worked at the correct rate in violation of the Labor Code
25 and the applicable IWC Wage Order.

26 37. Defendants' failure to pay Plaintiff and Class Members overtime and double-time
27 compensation violates Labor Code §§ 510, 1194, and 1198.

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38. As a direct and proximate result of Defendants' failure to pay Plaintiff and Class Members the required wages, Plaintiff and Class Members are entitled to recover the unpaid balance of their overtime wages, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though forth herein.

40. Labor Code § 226.7 prohibits employers from requiring an employee to work during any meal period mandated by the IWC Wage Orders.

41. Section 11 of the applicable IWC Wage Order provides, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

42. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

43. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

44. During the relevant time period, Plaintiff and Class Members did not receive compliant meal periods for every 5 hours worked because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

45. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require

1 an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for
2 each workday that a compliant meal period is not provided.

3 46. During the relevant time period, Defendants failed to pay Plaintiff and Class
4 Members meal period premiums at the regular rate of pay for missed, late, and/or short meal
5 periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

6 47. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
7 hour of pay at their regular rate of pay for each day a compliant meal period was not provided,
8 Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY VESTED VACATION WAGES**

11 (Violation of Labor Code § 227.3)

12 48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 49. Labor Code § 227.3 provides that where an employer provides for paid vacations
15 and an employee is terminated without having taken all vested vacation time, all vest vacation must
16 be paid to the employee at his or her final rate.

17 50. During the relevant time period, Defendants provided paid vacation time to Plaintiff
18 and Class Members. However, Defendants paid Plaintiff and Class Members vested vacation time
19 upon termination at their base hourly rate rather than their final rate in violation of Labor Code §
20 227.3.

21 51. As a result of Defendants' failure to pay Plaintiff and Class Members their vested
22 vacation time at their rate rate, Plaintiff and Class Members suffered and continue to suffer a loss
23 of wages and compensation.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

26 (Violation of Labor Code §§ 201, 202, 203)

27 52. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

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

54. Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not for more than 30 days.

55. During the relevant time period, Defendants failed to timely pay Plaintiff and Class Members wages earned during the pay period within the required time limits. While Defendants paid waiting time penalties to Plaintiff and Class Members, the waiting time penalties were paid at Plaintiff and Class Members' base hourly rate rather than at their daily wage rate.

56. Defendants' failure to pay Plaintiff and Class Members the required amount of statutory penalties is in violation of Labor Code §§ 201, 202, and 203.

57. Plaintiff and other Class Members are entitled to recover from Defendants the unpaid balance of statutory penalties set forth in Labor Code § 203.

SIXTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL BUSINESS PRACTICES

(Violation of Business and Professions Code §§ 17200, *et seq.*)

58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

59. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair competition, which includes any “unlawful, unfair, or fraudulent business act or practice . . .”

60. A violation of California Business and Professions Code §§ 17200, *et seq.* may be predicated on a violation of any state or federal law. Defendants' policies and practices violated California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-

1 fact.

2 61. Labor Code § 246 provides that an employee who works in California for the same
3 employer for 30 or more days within a year from the commencement of employment is entitled to
4 paid sick days accrued at a rate of not less than one hour per every 30 hours worked.

5 62. Labor Code § 248.5 provides that any person enforcing Labor Code § 246 on behalf
6 of the public shall, upon prevailing, be entitled to equitable, injunctive, or restitutionary relief, and
7 reasonable attorneys' fees and costs.

8 63. Defendants' policies and practices violated state law by failing to pay sick pay to
9 Plaintiff and Class Members in violation of Labor Code § 246.

10 64. Defendants' policies and practices violated state law in at least the following
11 respects:

12 (a) Failing to pay sick days, overtime wages, and vested vacation time to
13 Plaintiff and Class Members at the correct rate in violation of Labor Code
14 §§ 227.3, 246, 510, 1194, & 1198; and

15 (b) Failing to provide compliant meal periods without paying Plaintiff and Class
16 Members meal period premiums for each day that lawful meal periods were
17 not provided in violation of Labor Code §§ 226.7 and 512.

18 65. As alleged herein, Defendant engaged in unlawful conduct in violation of the
19 California Labor Code and IWC Wage Orders, such as failing to pay sick days, overtime wages,
20 and vested vacation, failing to provide meal periods or meal period premiums in lieu thereof, all in
21 order to decrease their costs of doing business and increase their profits.

22 66. Plaintiff is informed and believes and thereon alleges that during the relevant time
23 period, Defendants were knowledgeable concerning the wage and hour laws of California.

24 67. During the relevant time period, Defendants intentionally avoided paying Plaintiff
25 and Class Members wages and monies owed, thereby creating an artificially lower cost of doing
26 business in order to undercut Defendants' competitors and gain a greater foothold in the
27 marketplace.

28 ///

68. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

69. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

70. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;
2. For appointment of Plaintiff as class representative;
3. For appointment of Abramson Labor Group as class counsel;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, necessary business expenditures or losses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
8. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
10. For an order requiring Defendants to restore and disgorge all funds to each employee

1 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent
2 and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et*
3 *seq.*;

4 11. For pre-judgment interest;

5 12. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
6 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 248.5 and
7 1194; and

8 13. For such other relief as the Court deems just and proper.

9
10 Dated: October 29, 2025

ABRAMSON LABOR GROUP

11
12 By: 

13 Fawn F. Bekam
14 Jacquelyn Silva
15 Desiree Ruiz Alfaro
16 Attorneys for Plaintiff Alfredo Gonzalez

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

19 Dated: October 29, 2025

ABRAMSON LABOR GROUP

20
21 By: 

22 Fawn F. Bekam
23 Jacquelyn Silva
24 Desiree Ruiz Alfaro
25 Attorneys for Plaintiff Alfredo Gonzalez
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