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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MARICELA CORLETO, individually and
 on behalf of all individuals similarly
 situated,

Plaintiff,

vs.

UNCLE PAULIES DTLA LLC, a California
 limited liability company; UNCLE
 PAULIES 3RD ST LLC, a California limited
 liability company; UNCLE PAULIE'S
 STUDIO CITY LLC, a California limited
 liability company; PAUL CORKE, an
 individual; and DOES 1 through 25,
 inclusive,

Defendants.

CASE NO. 23STCV10026

**FIRST AMENDED CLASS ACTION
 COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;**
- 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2 1197;**
- 3. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, *ET SEQ.*;**
- 4. FAILURE TO PROVIDE PROPER WAGE STATEMENT IN VIOLATION OF CAL. LABOR CODE § 226;**
- 5. MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7, 512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050;**
- 6. VIOLATIONS OF CAL. B&P CODE §§ 17200, *ET SEQ.*; AND**
- 7. VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.* ("PAGA");**

DEMAND FOR JURY TRIAL

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1 Plaintiff MARICELA CORLETO, an individual and on behalf of all individuals similarly situated
2 (“Plaintiff”), hereby brings this First Amended Class Action Complaint for Damages against
3 Defendants UNCLE PAULIES DTLA LLC, a California limited liability company; UNCLE PAULIES
4 3RD ST LLC, a California limited liability company; UNCLE PAULIE’S STUDIO CITY LLC, a
5 California limited liability company; PAUL CORKE, an individual; and DOES 1 through 25, inclusive,
6 (collectively, “Defendants”) and states and alleges as follows:

7 **THE PARTIES**

8 1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and
9 working in Los Angeles County, California.

10 2. At all times relevant to this Complaint, Defendant UNCLE PAULIES DTLA LLC, a
11 California limited liability company is and was a California limited liability company operating a
12 business within the State of California, specifically in the County of Los Angeles.

13 3. At all times relevant to this Complaint, Defendant UNCLE PAULIES 3RD ST LLC, a
14 California limited liability company is and was a California limited liability company operating a
15 business within the State of California, specifically in the County of Los Angeles.

16 4. At all times relevant to this Complaint, Defendant UNCLE PAULIES STUDIO CITY
17 LLC, a California limited liability company is and was a California limited liability company operating
18 a business within the State of California, specifically in the County of Los Angeles.

19 5. At all times relevant to this Complaint, Defendant PAUL CORKE is a resident of the
20 State of California, and was and is the owner, director, officer and/or managing agent of UNCLE
21 PAULIES DTLA LLC, UNCLE PAULIES 3RD ST LLC, and UNCLE PAULIES STUDIO CITY
22 LLC.

23 6. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the
24 fictitious names DOES 1–25 but prays for leave to amend and serve such fictitiously named Defendants
25 pursuant to California Code of Civil Procedure section 474 once their names and capacities become
26 known.

27 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1–25 are the partners,
28 agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on

1 behalf of Defendants.

2 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
3 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–25, each
4 acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and
5 all Defendants were in accordance with, and represent the policy of, all Defendants.

6 9. At all times herein mentioned, Defendants, and each of them, ratified each and every
7 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
8 aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing
9 the damages herein alleged.

10 10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
11 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
12 and transactions alleged herein.

13 **JURISDICTION**

14 11. This action is properly filed in Los Angeles County because the acts and omissions
15 that give rise to Plaintiff’s claims took place in Los Angeles County, California, as Plaintiff was
16 employed by Defendants in Los Angeles County, California, and Defendants transact business in this
17 County.

18 12. This Court has jurisdiction over Defendants because Defendants have sufficient
19 minimum contacts with and regularly conduct business within the State of California, specifically in
20 the County of Los Angeles.

21 **FACTUAL ALLEGATIONS**

22 13. Plaintiff has worked for Defendants as an hourly, non-exempt employee in the position
23 of “Cook” since on or around January 2022 and until the present day.

24 14. Since the beginning of their employment, Plaintiff and the Class Members have
25 regularly been required to work outside of their regularly scheduled shifts at events where Defendants
26 were catering. Despite the fact that these events would push Plaintiff and the Class Members total
27 working hours for the week to over 40 hours, Defendants only compensated Plaintiff and the Class
28 Members at their regular rate of pay instead of at the overtime rate of pay.

15. As a result of Defendants' failure to pay all overtime wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and the Class Members.

16. Moreover, throughout their employment with Defendants, Plaintiff and the Class Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute paid rest period for every four (4) hours worked or major fraction thereof, as well as without being provided with all thirty-minute timely and uninterrupted, duty-free meal periods. Despite the aforementioned, during their employment with Defendants, Plaintiff and the Class Members were not paid one (1) hour of pay at their regular rate of compensation for each work day where a legally compliant meal period was not provided, as well as one (1) hour of pay at their regular rate of compensation for each work day where a legally compliant rest period was not provided.

17. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing, and utilizing the employment practices and policies outlined above. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair business practices deprives Plaintiff of the general minimum working standards and entitlements due to her under California law and the Industrial Welfare Commission wage orders as described herein.

18. As a direct result of the wage and hour violations herein alleged, Plaintiff has suffered, and continues to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

19. On April 5, 2023, Plaintiff sent a notice of filing the Private Attorney General Act (“PAGA”) claim to Labor Workforce and Development Agency (“LWDA”) pursuant to California Labor Code §§ 2698, et seq., and paid \$75 to LWDA as a fee for filing the PAGA notice.

CLASS ACTION ALLEGATIONS

20. Plaintiff brings this action as a class action on behalf of the following defined Class:

The Class: All individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the Class Period.

1 21. “Class Period” is defined as the time from May 4, 2019, through the date that judgment
2 is entered, based upon information and belief that the violations, as described more fully hereinafter,
3 began long before May 4, 2019, and are continuing. Plaintiff and members of Class herein reserve the
4 right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

5 22. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the
6 Class Period, hundreds of Class members have been employed by Defendants as non-exempt
7 employees in the State of California. Because so many persons have been employed by Defendants in
8 this capacity, the members of the Plaintiffs’ Class are so numerous that joinder of all members is
9 impossible and/or impracticable.

10 23. Commonality: Common questions of law, in fact, exist as to all members of the
11 Plaintiffs’ Class *and predominate over any questions affecting solely individual members of the*
12 *Plaintiffs’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class*
13 *members claims are as follows:*

14 (a) Whether Defendants had/have policies and/or practices that result in hours worked not
15 being properly compensated;

16 (b) Whether Defendants unlawfully failed to properly calculate and pay overtime and
17 double time compensation due and owing to the Plaintiff and members of the Class in violation
18 of Labor Code § 1194;

19 (c) Whether Defendants’ policy and/or practice of failing to accurately pay overtime to
20 Plaintiff and members of the Class violates applicable provisions of California Law, including
21 Labor Code sections, applicable Industrial Welfare Commission Orders, and applicable State
22 Regulations;

23 (d) Whether Defendants had/have a policy and/or practice that results in the presentation of
24 inaccurate wage statements to Plaintiff and the Class;

25 (e) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
26 members with accurate, itemized wage statements upon payment of wages in violation of Labor
27 Code § 226;

28 ///

(f) Whether Defendants had/have policies and/or practices that result in hours worked not being properly compensated;

(g) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512, and 12 CCR § 11040;

(h) Whether Plaintiff and Class members sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,

(i) Whether Defendant violated the Unfair Competition Law of California, §17200, *et seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by failing to pay all wages due and for all hours worked, failing to pay overtime, failing to provide meal and rest breaks; failing to furnish an accurate, itemized wage statement upon payment of wages.

24. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class. Plaintiff, like other members of the Class working for Defendant in California, were subjected to Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of those of other Class members.

25. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in both class action and employment litigation.

26. Questions of law or fact common to Class members predominate over any questions solely affecting individual Class members and class action is superior to other available methods for the fair and efficient adjudication of this controversy.

27. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute her common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

28. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

29. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER AND LABOR CODE §§200, 226, 500,
510, 1194, 1197, AND 1198**

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

30. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

31. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to the applicable Industrial Welfare Commission Order, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

32. As alleged above, Plaintiff and the Class were not paid the correct minimum wage, overtime wage or double time rate for all hours worked.

33. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

34. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial.

35. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

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36. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial.

37. Defendants' conduct described herein violates the applicable Industrial Welfare Commission Order, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR § 11040 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to recover damages for the nonpayment of wages of all hours worked that were improperly deducted and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF

LABOR CODE §§ 1182.12, 1194, 1194.2, 1197

(By PLAINTIFF against All DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though set forth fully herein.

39. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage.

40. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class the legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California law, Plaintiff and the Class are entitled to at least the minimum wage for every hour worked.

41. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

42. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and

1 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
2 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
3 the minimum jurisdiction of this Court.

4 43. Defendants have committed the acts alleged herein knowingly and willfully, with the
5 wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting
6 to malice, and in conscious disregard of Plaintiff and the Class' rights. Plaintiff and the Class are thus
7 entitled to recover nominal, actual and compensatory damages in amounts according to proof at time
8 of trial, but in amounts in excess of the minimum jurisdiction of this Court.

9 44. Pursuant to Labor Code § 1194, Plaintiff requests that the court award reasonable
10 attorneys' fees and costs incurred by Plaintiff in this action.

11 45. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class are entitled to
12 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest
13 thereon.

14 WHEREFORE, Plaintiff requests relief as hereinafter provided.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY FULL OVERTIME AND DOUBLE TIME COMPENSATION**

17 **IN VIOLATION OF CAL. LABOR CODE SECTION 1194, *et seq.***

18 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

19 46. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein,
20 all preceding paragraphs.

21 47. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code
22 §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiff and the Class
23 for all overtime work performed for the benefit of Defendants, which is calculated at one and one-half
24 (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty
25 (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day; with double
26 time after eight (8) hours on the seventh day of any work week, or after 12 hours in any work day.

27 48. Plaintiff and the Class were non-exempt employees entitled to the protections of the
28 Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the

1 course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiff and the
2 Class for all overtime and double-time hours worked as required under the aforementioned labor codes
3 and regulations.

4 49. In violation of state law, Defendants have knowingly and willfully refused to perform
5 their obligations to compensate Plaintiff and the Class for all overtime and double time wages earned
6 and all hours worked.

7 50. As a direct result, Plaintiff and the Class have suffered, and continues to suffer,
8 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
9 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
10 state law, all to her damage in amounts according to proof at time of trial, but in amounts in excess of
11 the minimum jurisdiction of this Court.

12 51. Defendants have committed the acts alleged herein knowingly and willfully, with the
13 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
14 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled
15 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
16 but in amounts in excess of the minimum jurisdiction of this Court.

17 52. Defendants' conduct described herein violates the Industrial Welfare Commission
18 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
19 203, 226, 226.7, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of
20 overtime compensation Defendants owe Plaintiff and the Class plus interest, penalties, attorneys' fees,
21 expenses, and costs of suit.

22 WHEREFORE, Plaintiff requests relief as hereinafter provided.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS**

25 **IN VIOLATION OF CAL. LABOR CODE §226**

26 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

27 53. Plaintiff re-alleges and incorporates herein by reference all preceding paragraphs as
28 though each such Paragraph were fully set forth herein.

54. Labor Code §226(a) sets forth reporting requirements for employers when they pay wages, as follows:

"Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (8) the name and address of the legal entity that is the employer..."

Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorneys' fees."

55. Defendants failed to accurately record the regular and overtime hours worked by Plaintiff and the Class, and total wages due.

56. Plaintiff and the Class were damaged by this failure to provide accurate wage statements because, among other things, Plaintiff was unable to determine the proper amount of wages actually owed to her, and whether she had received full compensation therefore.

57. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code §226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200,

226.7, 512 AND 12 CALIFORNIA CODE OF REGULATIONS § 11050

(By PLAINTIFF AGAINST ALL DEFENDANTS)

58. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein, the allegations contained in all preceding paragraphs.

59. Throughout the employment of Plaintiff and the Class, Defendants failed to provide meal and rest breaks as required by law.

60. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for all missed meal **and rest periods**.

61. Plaintiff and the Class are entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for during her employment, plus penalties pursuant to Labor Code §§ 226.7, and 558.

62. Defendants' conduct described herein violates the Industrial Welfare Commission Order 5-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and California Code of Regulations § 11040.

63. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial and has suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class are thus entitled to recover nominal, actual, and compensatory damages in an amount according to proof at time of trial.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.*

(By PLAINTIFF AGAINST ALL DEFENDANTS)

64. Plaintiff re-alleges and incorporates herein by reference all preceding paragraphs as though each such Paragraph were fully set forth herein.

65. Section 17200 of the California Business and Professions Code prohibits any unlawful, unfair or fraudulent business act or practice.

66. Plaintiff and the Class have suffered and continues to suffer injury in fact and monetary damages as a result of Defendants' actions. The actions by Defendants as herein alleged amount to conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business practices in violation of Business and Professions Code § 17200, *et seq.*

67. Defendants' conduct as herein alleged has damaged Plaintiff by denying her wages due and payable, by failing to provide meal and/or rest periods, and by failing to provide proper wage

1 statements. Defendants' actions are thus substantially injurious to Plaintiff causing her injury in fact
2 and loss of money.

3 68. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
4 due to Plaintiff.

5 69. The amount of wages due Plaintiff can be readily determined from Defendants' records.
6 Plaintiff is entitled to restitution of monies due and obtained by Defendants during the period of last 4
7 years as a result of Defendants' unlawful and unfair conduct.

8 70. Defendants course of conduct, acts, and practices in violation of the California law as
9 mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of
10 the Business and Professions Code.

11 71. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages
12 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
13 described herein constitute an unfair business practice or act within the meaning of Business and
14 Professions Code § 17200.

15 72. Defendants' conduct described herein threatens an incipient violation of California's
16 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
17 threatens or harms competition.

18 73. Defendants' course of conduct described herein further violates Business and
19 Professions Code 17200 in that it is fraudulent, improper, and unfair.

20 74. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
21 described herein above have injured Plaintiff in that she was wrongfully denied the timely and full
22 payment of wages due to her.

23 WHEREFORE, Plaintiff requests relief as hereinafter provided.

24 **SEVENTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

26 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

27 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28 every allegation set forth above.

1 76. On or around May 4, 2023, Plaintiff filed a notice with the Labor Workforce and
2 Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act,
3 California Labor Code §§ 2698, et seq. (“PAGA”) regarding Defendants. This notice was also sent to
4 the Defendants that same day via certified mail.

5 77. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor
6 Code sections enumerated in Labor Code section 2699.5.

7 78. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff
8 may as a matter of right amend an existing complaint to add a cause of action arising under this part
9 at any time within 60 days of the time periods specified in this part.”

10 79. Defendants’ conduct, as alleged herein, violates numerous sections of the California
11 Labor Code including, but not limited to, the following:

- 12 a. Defendants’ Failure to pay all hours in violation of Industrial Welfare Commission
13 order no. 9 and Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198;
- 14 b. Defendants’ Failure to pay the minimum wage in violation of Industrial Welfare
15 Commission Order
- 16 c. Defendants’ Failure to pay overtime compensation in violation of Labor Code §1194
17 et seq.;
- 18 d. Defendants’ failure to provide accurate wage statements in violation of Labor Code §
19 226;
- 20 e. Defendants’ failure to timely pay all final wages due, including upon their separation
21 of employment, in violation of Labor Code §§ 201-203; and
- 22 f. Defendants’ failure to provide all legally required meal and rest periods in violation of
23 Industrial Welfare Commission Order No. 5 and Labor Code § 226.7 and 512, 516,
24 558, and 1198.

25 80. California Labor Code section 1174 provides that “[e]very person employing labor in
26 this state shall ... [k]eep a record showing the names and addresses of all employees employed and
27 the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments
28 at which employees are employed, payroll records showing the hours worked daily by and the wages

1 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
2 employed at the respective plants or establishments...”

3 81. California Labor Code section 210 provides: “In addition to, and entirely independent
4 and apart from, any other penalty provided in this article, every person who fails to pay the wages of
5 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
6 be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
7 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
8 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
9 amount unlawfully withheld.”

10 82. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
11 of an employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
13 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
16 for each underpaid employee for each pay period for which the employee was underpaid in addition
17 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
18 shall be paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties
19 provided for in this section are in addition to any other civil or criminal penalty provided by law.”
20 Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an
21 employer(s) who violated Plaintiffs’ rights by violating various sections of the California Labor Code
22 as set forth above.

23 83. As set forth above, Defendants have violated numerous provisions of both the Labor
24 Code sections regulating hours and days of work as well as the applicable order of the IWC.
25 Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the State of
26 California, and all other aggrieved employees.

27 84. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
28 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and

1 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the
2 State of California against Defendant, in addition to other remedies, for violations of California Labor
3 Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and
4 1198.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment as follows:

- 7 1. For nominal damages;
- 8 2. For compensatory damages;
- 9 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
10 Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and
11 accounting;
- 12 4. For penalties permitted by Labor Code §§ 200, 226, 226.7, 500, 510, 512, 1194,
13 1197, 1198 and all other applicable sections;
- 14 5. For interest accrued to date;
- 15 6. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;
- 16 7. For reasonable attorneys' fees pursuant to Labor Code §§ 226 and 1194; and
- 17 8. For all such other and further relief that the Court may deem just and proper.

18
19 DATED: July 7, 2023

LOYR, APC

20
21 By: 

22 Young W. Ryu, Esq.
23 Zachariah E. Moura, Esq.
24 Timothy J. Travers, Esq.
25 Kee Seok Mah, Esq.
26 Attorneys for Plaintiff
27 MARICELA CORLETO
28

[Demand for Jury Trial on next page]

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: July 7, 2023

LOYR, APC



By: _____

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
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MARICELA CORLETO

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PROOF OF SERVICE

I am over the age of 18 and am not a party to the within action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, CA 90017

On July 7, 2023, I caused the foregoing document(s) described as **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT** to be served on the parties in this action as follows:

UNCLE PAULIES DTLA LLC
820 S Spring Street
Los Angeles, CA 90014

UNCLE PAULIES 3RD ST LLC
329 N Orange Drive
Los Angeles, CA 90036

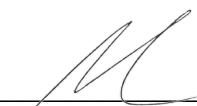
UNCLE PAULIE'S STUDIO CITY LLC
3990 Vantage Ave
Studio City, CA 91604

PAUL CORKE
3990 Vantage Ave
Studio City, CA 91604

[X] BY U.S. MAIL:

I enclosed the foregoing document in a sealed envelope to the interest parties at the address listed above and deposited the sealed envelope for collection and mailing following my firm's ordinary business practices. I am readily familiar with my firm's business practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 7, 2023 in Los Angeles, California.



Martha Gutierrez