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JUAN ORANTES,
and all putative class members

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN ORANTES, an individual, on
behalf of himself and all others
similarly situated,

Plaintiff,

v.

LOS ANGELES TIMES
COMMUNICATIONS LLC, a
Delaware limited liability company,
and DOES 1-50, inclusive,

Defendant.

JUAN ORANTES, an individual, on
behalf of himself, all aggrieved
employees, and the State of California as
a Private Attorneys General,

Plaintiff,

v.

LOS ANGELES TIMES
COMMUNICATIONS LLC, a Delaware
limited liability company and DOES 1-
50, inclusive.

Defendant.

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/13/2023 4:21 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Case No. 23STCV20745 (Lead case)
(Consolidated with Case No. 23STCV20782)
Assigned to Hon. William F. Highberger, Dept. 10

**PLAINTIFF'S CONSOLIDATED CLASS AND
PAGA COMPLAINT FOR:**

1. Failure To Comply With California Law Concerning Payment Of Lawful Wage For All Hours Worked, Including Overtime Hours;
2. Failure To Pay Minimum Wage;
3. Failure To Provide Uninterrupted Meal Breaks;
4. Failure To Provide Compliant Rest Breaks;
5. Failure To Reimburse For Required Business Expenses;
6. Failure To Timely Pay All Wages Owed;
7. Failure To Provide Accurate Itemized Wage Statements & Maintain Accurate Records;
8. Unlawful Business Practices Bus & Prof. Code §17200;
9. Violation of the Private Attorneys General Act of 2004, Cal. Labor Code §2698 et seq.

Case No. 23STCV20782

1 Plaintiff JUAN ORANTES, on behalf of himself and all others similarly situated, aggrieved
2 employees, and the State of California as a Private Attorneys General, hereby brings this
3 Consolidated Class and PAGA Representative Action Complaint against Defendant LOS
4 ANGELES TIMES COMMUNICATIONS LLC, as follows:

5 **NATURE OF THE ACTION**

6 1. Plaintiff brings this Consolidated Amended Class and PAGA Representative Action
7 Complaint on behalf of himself, and all others similarly situated, all aggrieved employees, and the
8 State of California as a Private Attorneys General, against LOS ANGELES TIMES
9 COMMUNICATIONS LLC, and the other Defendant DOES 1-50, inclusive, (hereafter collectively
10 “Defendant”).

11 2. As described further below, Defendant has violated the California Labor Code by (1)
12 failing to pay for all hours worked, including overtime hours worked (§200, 207, 218, 510, 558,
13 1194, 1197, 1198, 1199); (2) failing to pay minimum wage (§200, 218.5, 226, 558, 1194, 1194.2,
14 1197, 1197.2, 1198, 1199); (3) failing to provide timely, uninterrupted meal breaks (§226, 226.7,
15 512, 1199); (4) failing to provide compliant rest breaks (§226, 226.7, 512, 1198, 8 CCR 3202, Wage
16 Order 1 ¶15); (5) failing to reimburse for required business expenses (§1198, 2802); (6) failing to
17 timely pay all wages owed (§201, 202, 203, 1199); (7) failing to provide accurate itemized wage
18 statements and maintain accurate records (§226, 1174, 1199) and; (8) unlawful and unfair business
19 practices (Bus. & Prof. Code §17200, et. seq.).

20 3. Plaintiff provided notice of his claims pursuant to § 2698 *et. seq.*, to the Labor and
21 Workforce and Development Agency (“LWDA”) setting forth his claims for civil penalties under
22 the Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*, thereby exhausting the
23 statutory requirement. This is a class action, under Code of Civil Procedure section 382, and/or a
24 representative action under Business and Professions Code §§ 17200 *et seq.* and Labor Code § 2699
25 seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty
26 pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
27 reasonable attorneys’ fees and costs. Plaintiff seeks these damages and penalties on behalf of
28 himself and all other persons who are or have been employed by Defendant from four years prior
to the filing of the complaint in this action on August 28, 2023, to the present. The “Class Period”

1 is designated as the time four years prior to the August 28, 2023, filing of the complaint in this
2 action through the trial date based upon the allegation that the violations of California's
3 employment laws and Unfair Competition Law, as described more fully below, have been ongoing
4 since at least four years prior to the date of this action.

5 **THE PARTIES**

6 4. Plaintiff JUAN ORANTES is an individual who resides in California and was employed
7 by Defendant during the liability period.

8 5. Plaintiff JUAN ORANTES worked as an employee for Defendant as an hourly, non-
9 exempt employee from December 2015 until April of 2023. Plaintiff and the proposed class earn
10 at or near minimum wage.

11 6. Defendant LOS ANGELES TIMES COMMUNICATIONS LLC is doing business in
12 California with the capacity to sue and to be sued and doing business, in Los Angeles County, State
13 of California. Defendant exercised control over the wages, hours, and/or working conditions of
14 Plaintiff and members of the proposed class throughout the liability period.

15 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
16 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but are
17 informed and believe and thereon allege that said Defendant is legally responsible for the wrongful
18 conduct alleged herein and therefore sues these Defendant by such fictitious names, Plaintiff will
19 amend this complaint when their true names and capabilities are ascertained.

20 8. Plaintiff is informed and believe and thereon allege that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other members of the class,
22 and exercised control over their employment and working conditions. Plaintiff is informed and
23 believe and thereon allege that each Defendant acted in all respects pertinent to this action as the
24 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
25 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.
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JURISDICTION AND VENUE

9. Venue is proper in this judicial district because Defendant conduct business in this county, Defendant has their principal place of business within the county, and Defendant has legal obligations to Plaintiff and many of the class members in this case that arose in this county.

10. The monetary damages, restitution and statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

11. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

12. Plaintiff has exhausted administrative remedies and this Court has jurisdiction over Plaintiff's and Class Members' claims for penalties for Defendant's Labor Code violations under Labor Code §§ 2699 and 2699.3.

13. During the Class Period, Defendant committed various violations of the California Labor Code and the UCL as alleged below in more detail. Defendant enforces multiple policies that violate state law with the intention of increasing its own profits to the detriment of its employees.

CLASS AND REPRESENTATIVE-ACTION ALLEGATIONS

14. Plaintiff JUAN ORANTES was an employee of Defendant during the liability period.

15. During the Class Period, Defendant committed various violations of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail. Defendant enforces multiple policies that violate state law which are intended to increase its own profits to the detriment of its employees.

16. Defendant occasionally required employees to perform tasks which they were not paid for. Defendant did not always include all forms of remuneration, including shift differential wages, non-discretionary bonuses, incentive pay, gift cards, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked, and the additional compensation

1 was earned for the purpose of calculating the overtime rate of pay. Defendant also on occasion
2 required employees to work off the clock. Plaintiff and class members often had to go through
3 numerous layers of security using their badges, prior to entering the locker room to change into a
4 specific uniform provided by the employer, and obtain their radios and shoes. After changing, the
5 employees then would go to the timeclock to clock in and start their shifts. This sometimes resulted
6 in 15 minutes of pre-shift unpaid time, as well as occasional additional post-shift time because
7 employees are required to change out of their required uniform in the locker room after clocking
8 out. As a result of these practices, Defendant also failed to consistently pay employees all wages
9 owed twice per month.

10 17. As a result of the practices complained of herein, Defendant failed to consistently pay
11 employees a minimum wage.

12 18. Defendant failed to consistently maintain a policy and practice that provides its
13 employees with timely, uninterrupted meal breaks as required by California law.

14 19. Defendant failed to consistently maintain a policy and practice that provides its
15 employees with off-duty rest periods as required by California law.

16 20. Defendant also did not always reimburse for required business expenses as required.
17 Plaintiff and class members were sometimes required to purchase their own tools, equipment, and
18 protective apparel including steel-toed boots.

19 21. Defendant failed to pay employees all wages owed.

20 22. Defendant further failed to consistently provide timely, accurate, itemized wage
21 statements to employees, as well as maintain accurate records, in accordance with Labor Code §§
22 226 and 1174.

23 23. Plaintiff and all other aggrieved employees bring this claim pursuant to Business &
24 Professions Code § 17200, et seq. The conduct of all Defendant as alleged above has been and
25 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

26 24. This action has been brought and may properly be maintained as a class action pursuant
27 to the provisions of Code of Civil Procedure § 382 and/or a representative action under Business
28 and Professions Code §§ 17200 *et seq.* and Labor Code § 2699 because the proposed class is
ascertainable and there is a well-defined community of interest. Plaintiff is informed and believes,

1 and based thereon allege, that he is among well over 100 employees who have been similarly
2 injured by Defendant's unlawful conduct.

3 25. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
4 four years prior to the August 28, 2023, filing the complaint in this action.

5 26. The Plaintiff Class: "All current and former employees of Defendant in California, at
6 any time from four years prior to the August 28, 2023, filing the complaint in this action, until the
7 date of certification."

8 27. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
9 modify the class description with greater specificity or further division into subclasses or limitation
10 to particular issues.

11 28. The proposed Subclasses are defined as follows:

- 12 a. All persons who are employed or have been employed by Defendant in the State of
13 California as hourly, non-exempt workers during the period of the relevant statute
14 of limitations, who worked one or more shift in excess of five (5) hours.
- 15 b. All persons who are employed or have been employed by Defendant in the State of
16 California as hourly, non-exempt workers during the period of the relevant statute
17 of limitations, who worked one or more shifts in excess of six (6) hours.
- 18 c. All persons who are employed or have been employed by Defendant in the State of
19 California as hourly, non-exempt workers during the period of the relevant statute
20 of limitations, who worked one or more shifts in excess of eight (8) hours.
- 21 d. All persons who are employed or have been employed by Defendant in the State of
22 California as hourly, non-exempt workers during the period of the relevant statute
23 of limitations, who worked one or more shifts in excess of three and one-half hours
24 (3 ½), but less than or equal to six (6) hours.
- 25 e. All persons who are employed or have been employed by Defendant in the State of
26 California as hourly, non-exempt workers during the period of the relevant statute
27 of limitations, who worked one or more shifts in excess of six (6) hours, but less
28 than or equal to ten (10) hours.

1 f. All persons who are employed or have been employed by Defendant in the State of
2 California as hourly, non-exempt workers during the period of the relevant statute
3 of limitations, who separated their employment from Defendant.

4 g. All persons who are employed or have been employed by Defendant in the State of
5 California as hourly, non-exempt workers during the period of the relevant statute
6 of limitations, who received pay for one or more pay periods

7 29. Numerosity: The Proposed Class is so numerous that joinder of all members is
8 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
9 time period, Defendant employed over 100 putative Class Members who are geographically
10 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
11 available method for the fair and efficient adjudication of this controversy. Membership in the
12 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
13 records, among other records within Defendant's possession and control.

14 30. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff,
15 like others similarly situated, was subjected to Defendant's common, unlawful policies, practices,
16 and procedures described above. The Plaintiff's positions at the company was typical of those of
17 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because
18 each have sustained damages arising out of and caused by Defendant's common course of conduct,
19 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

20 31. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
21 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
22 California labor and employment litigation.

23 32. Common Questions Predominate the Class: The rights which are the subject of this
24 action are common to all of the Class Members. There are questions of law and fact presented
25 herein which are common to the Class Members represented by Plaintiff and predominate over any
26 questions that affect only individual members of the class. The common questions of law and fact
include, but are not limited to, the following:

27 i. Whether Defendant violated wage and hour laws by failing to pay overtime
28 wages;

- ii. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- iii. Whether Defendant violated wage and hour laws by failing to provide timely, uninterrupted meal breaks;
- iv. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- v. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- vi. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to reimburse for required business expenses;
- viii. Whether Defendant violated wage and hour laws by failing to timely pay all wages owed;
- ix. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- x. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xi. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiii. Whether Defendant's conduct was willful and reckless;
- xiv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and

xv. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

33. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

34. Manageability: Plaintiff is informed and believe that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

35. Plaintiff requests, pursuant to Rule 1857(a)(l) and Rule 3.766 of the California Rules of Court, that the absent Class Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.

FIRST CAUSE OF ACTION

AGAINST ALL DEFENDANTS FOR FAILURE TO COMPLY WITH CALIFORNIA LAW CONCERNING PAYMENT OF LAWFUL WAGE FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS WORKED

200, 207, 218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 1

36. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

1 37. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 200, 207, 218, 510, 558, 1194, 1197, 1198, 1199, and IWC Wage Order 1.

3 38. Section 2(H) of Wage Order 1 defines "hours worked" as "the time during which an
4 employee is subject to the control of an employer, and including all the time the employee is
5 suffered or permitted to work, whether or not required to do so." Defendant has violated Labor
6 Code §§510 1194, 1198, 1199 and Wage Order 1.

7 39. Unpaid Wages – Regular Rate. Defendant failed to consistently include all forms of
8 remuneration, including shift differential wages, non-discretionary bonuses, incentive pay, gift
9 cards, and other forms of remuneration into the regular rate of pay for the pay periods where
10 overtime was worked and the additional compensation was earned for the purpose of calculating
11 the overtime rate of pay. For example, when Plaintiff worked the night shift and earned a shift
12 differential, the shift differential pay was not always included in the regular rate of pay for purposes
13 of calculating overtime, leading to occasional underpaid overtime.

14 40. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
15 clock and were routinely subjected to periods wherein they were under the Defendant's control but
16 not compensated for their time. Plaintiff and class members were sometimes required to perform
17 several duties off the clock. Plaintiff and class members often had to go through numerous layers
18 of security using their badges, prior to entering the locker room to change into a specific uniform
19 provided by the employer, and obtain their radios and shoes. After changing, the employees then
20 go to the timeclock to clock in and start their shifts. For employees engaged in this process, the
21 result is at least 15 minutes of pre-shift unpaid time, as well as additional post-shift time because
22 employees are required to change out of their required uniform in the locker room after clocking
out. Defendant has violated Labor Code §§510 1194, 1198, 1199 and Wage Order 1.

23 41. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
24 Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor
25 Code §204(a). Defendant from time to time failed to pay all wages earned to employees as a result
26 of the unlawful employment policies and practices discussed herein. As a result of these practices,
27 Plaintiff and class members were underpaid for hours worked, including penalty wages, and this
28 underpayment resulted in a failure to pay all wages owed twice per month.

AGAINST ALL DEFENDANTS FOR FAILURE TO PAY MINIMUM WAGE

42. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

44. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order. Defendant failed to pay Plaintiff and class members for all hours worked as a result of the practices described above. Defendant's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 1-2001 4(B).

AGAINST ALL DEFENDANTS FOR FAILURE TO PROVIDE TIMELY

LABOR CODE §§ 226, 226.7, 512, 1199

47. During Plaintiff's employment, Defendant failed to consistently maintain a compliant meal period policy and practice, from time to time failing to provide all its hourly employees with their right to take a timely, off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..."

- 11 -

1 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as
2 time worked.” Labor Code §1198 makes it unlawful for an employer to employ an employee for
3 longer hours than those fixed by the wage order or under conditions of labor prohibited by the
4 order.

5 49. Plaintiff and class members were sometimes required to keep their radios on during
6 meal periods and thus were not fully off-duty. Meal periods were sometimes automatically
7 deducted from timecards regardless of whether and when meal periods were taken. Plaintiff and
8 class members often took late lunches and had meal periods interrupted. Additionally, second meal
9 periods were often denied, despite the fact that employees sometimes worked up to 14 hours with
10 only one meal period, and even then the first meal period was frequently noncompliant for the
11 reasons listed above.

12 50. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
13 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
14 §§226.7, 512, and 1198. As a derivative claim, Plaintiff and class members allege that pay
15 statements were inaccurate, failing to include required meal period penalties, thus failing the
16 requirements of Labor Code §226(a).

17 **FOURTH CAUSE OF ACTION**

18 **AGAINST ALL DEFENDANTS FOR FAILURE TO PROVIDE COMPLIANT REST**
19 **BREAKS**

20 **LABOR CODE §§ 226, 226.7, 512, 1198**

21 51. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

22 52. Defendant’s conduct described in this complaint violates the provisions of Labor Code
23 §§ 226, 226.7, 512, 1198.

24 53. Defendant has failed to consistently maintain a policy and practice that provides or
25 permits its employees to take off-duty rest periods as required by California law. Plaintiff and class
26 members are entitled to at least a ten minute rest period in which they are relieved of all duties, as
27 required by Cal. Lab. Code §226.7, §512 and Wage Order 1.
28

1 54. Plaintiff and class members frequently had rest break interrupted. Rest breaks were also
2 occasionally late and missed, particularly third rest breaks. Plaintiff and class members frequently
3 worked shifts in excess of 12 hours and often failed to receive third rest breaks.

4 55. Defendant failed to consistently pay Plaintiff and similarly situated employees all
5 premium compensation (one hour of pay at the employee's regular rate of pay for missed or
6 untimely rest periods) mandated by Labor Code §226.7 (b) for these missed and uncompliant rest
7 periods. As a derivative claim, Plaintiff alleges that pay statements were sometimes inaccurate,
8 failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a)
9 and §1198.

10 **FIFTH CAUSE OF ACTION**
11 **AGAINST ALL DEFENDANTS FOR FAILING TO REIMBURSE FOR**
12 **REQUIRED BUSINESS EXPENSES**
13 **LABOR CODE §§ 1198, 2802**

14 56. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

15 57. Defendant's conduct described in this complaint violates the provisions of Labor Code
16 §§ 1198, 2802.

17 58. Labor Code §2802 requires employers to indemnify employees for necessary
18 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
19 Plaintiff and class members are from time to time required to purchase their own tools, equipment,
20 and protective apparel including steel-toed boots. However, Defendant failed to consistently
21 reimburse employees for the full amount of these expenses. For example, Plaintiff was required to
22 purchase his own tools and toolbox, including wrenches, hammers, and plyers, spending up to
23 \$1,500 unreimbursed. He was also required to purchase steel-toed boots, which he did repeatedly.
24 Although they cost over \$150, Defendant only provided a \$100 yearly allowance for boots.
25 Additionally, Plaintiff and class members sometimes used their personal cell phones for work-
26 related communications. Defendant did not consistently reimburse them for this required use of
27 their personal phones.
28

SIXTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS FOR FAILING TO
TIMELY PAY ALL WAGES OWED
LABOR CODE §§ 201, 202, 203, 1199

59. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

60. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 201, 202, 203, 1199.

61. Defendant from time to time knowingly and willfully failed to pay all compensation due and owing to Plaintiff and class members at the time employment terminated. Because of Defendant's unlawful timekeeping practices, Plaintiff and employees were sometimes underpaid and those amounts remained due and owing when they separated from the company.

Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment within the time periods required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, Plaintiff and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Defendant's "willful" failure to comply with the statutory requirements of §§201 and 202 of the Labor Code.

SEVENTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS FOR FAILING TO PROVIDE ACCURATE

ITEMIZED WAGE STATEMENTS

LABOR CODE §§ 226, 226.7, 512, 558, 1198

62. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

63. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

64. California Labor Code § 226(a) provides that “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

1 (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for which the employee
2 is paid, (7) the name of the employee and his or her social security number..., (8) the name and
3 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
4 the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

5 65. Labor Code § 1174 provides that “[e]very employer employing labor in this state shall
6 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages of
7 all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
8 which employees are employed, payroll records showing the hours worked daily by and the wages
9 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
10 employees employed at the respective plants or establishments. These records shall be kept in
11 accordance with rules established for this purpose by the commission, but in any case shall be kept
12 on file for not less than two years.”

13 66. Defendant from time to time knowingly and intentionally failed to provide timely,
14 accurate, itemized wage statements to Plaintiff and the class members in accordance with Labor
15 Code §§ 226 and 1174. As a result of the unlawful employment practices discussed herein, the
16 statements provided to Plaintiff and class members have not consistently accurately reflected the
17 correct overtime rate of pay, actual gross wages earned, including overtime and meal/rest premiums
18 and total regular and overtime hours worked.

19 Such failures caused injury to Plaintiff and others, by, among other things, sometimes impeding
20 them from knowing the total hours worked and the amount of wages to which they are and were
21 entitled. Defendant’s unlawful employment practices were knowing and intentional, and thus
22 Defendant knowingly and intentionally failed to itemize the gross wages earned, net wages
23 earned, penalty pay, and total hours worked.

24 **EIGHTH CAUSE OF ACTION**

25 **AGAINST ALL DEFENDANTS FOR UNLAWFUL BUSINESS PRACTICES**

26 **BUSINESS & PROFESSIONS CODE § 17200 *et seq.***

27 67. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

28 68. Defendant knowingly committed, and upon information and belief continues to commit,
ongoing unlawful business practices within the meaning of the UCL, including, but not limited to

1 unlawful practices as described in the causes of action articulated above, and hereby incorporated
2 herein.

3 69. Plaintiff lost money and property as a result of Defendant's unlawful business practices
4 described above.

5 70. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money
6 or property acquired by Defendant by means of such unlawful business practices, in amounts not
7 yet known, but to be ascertained at trial.

8 71. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
9 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
10 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
11 general public will be irreparably injured.

12 72. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
13 by this Court, will continue to engage in the unlawful business practices described above in
14 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
15 public.

16 73. Plaintiff's success in this action will result in the enforcement of important rights
17 affecting the public interest by conferring a significant benefit upon the general public.

18 74. Defendant's numerous violations of local and California law, as well as the other
19 statutory and regulatory violations alleged herein, constitute unlawful business actions and
20 practices in violation of Business and Professions Code § 17200, et seq.

21 75. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
22 Members are entitled to restitution of unpaid vacation wages and penalty pay, among other relief
23 alleged herein, that were withheld and retained by Defendant during a period that commences four
24 years prior to the first filed complaint filed in this action. Plaintiff is further entitled to a permanent
25 injunction requiring Defendant to comply with all provisions of California labor law, in addition to
26 an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other
27 applicable law, and costs.
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NINTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS FOR STATUTORY PENALTIES PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2699 et seq.

76. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

77. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former non exempt, hourly aggrieved employees of Defendant in California within one year prior to the filing of the PAGA notice letter with the LWDA, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

78. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

79. Under the Private Attorneys General Act of 2006, Labor Code §§ 2698-2699.5, an aggrieved employee, on behalf of himself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code.

80. As set forth above, Defendant has committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code § 2699.5 identifies the aforementioned Labor Code provisions as statutes to which § 2699.3’s procedural requirements must be met before a penalty may be assessed under § 2699(f).

81. Plaintiff has complied with the procedural requirements specified in § 2699.3 by providing written notice to the Defendant and the Labor & Workforce Development Agency (“LWDA”). No notice of intent to investigate the alleged violations was provided within the statutory period. Consequently, Plaintiff has exhausted administrative remedies, and on behalf of himself and all other aggrieved current and former employees of Defendant. Plaintiff, therefore, pursue this cause of action as permitted by § 2699, *et seq.*

1 82. Enforcement of statutory provisions enacted to protect workers and to ensure proper
2 and prompt payment of wages due to employees is a fundamental public interest in California.
3 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
4 affecting the public interest and will confer a significant benefit upon the general public. Private
5 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
6 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
7 the interests of justice to require payment of attorney's fees and costs from any recover that might
8 be obtained herein, pursuant to, inter alia, Labor Code §§ 2699, *et seq.*, and Code of Civil Procedure
9 § 1021.5

10 83. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
11 then attorney's fees may be awarded to Plaintiff and against Defendant under Code of Civil
12 Procedure § 1021.5 and other applicable law in part, because:

- 13 a. A successful outcome in this action will result in the enforcement of important rights
14 affecting the public interest by requiring Defendant to comply with the wage and
15 hour laws and California's unfair business practice law;
- 16 b. This action will result in a significant benefit to Plaintiff, the Class, and the general
17 public by bringing to a halt unlawful and/or unfair activity;
- 18 c. Unless this action is prosecuted, members of the Class and general public will not
19 recover those moneys, and many of Defendant's employees would not be aware that
20 the acts and practices they were subjected to by Defendant were wrongful;
- 21 d. Unless this action is prosecuted, Defendant will continue to mislead their employees
22 about the true nature of their rights and remedies under the wage and hour laws; and
- 23 e. An award of attorney's fees and costs is necessary for the prosecution of this action
24 and will result in a benefit to Plaintiff, the Class, and to consumers in general by
25 preventing Defendant from continuing to circumvent the wage and hour statutes and
26 frustrate the long-standing recognition by the California legislature and the courts
27 that such statutes, as pled herein, are not merely a matter of private concern between
28 employer and employee to be eviscerated by considerations of waiver, contributory
negligence, good or bad faith, and private agreements. Rather, the wage and hour

1 statutes have been described as a matter of public concern, were designed to provide
2 minimum substantive guarantees to individual workers, and are essential to public
3 welfare.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of himself, the Proposed Class, aggrieved employees,
6 and the State of California, request judgment and the following specific relief against Defendant as
7 follows:

- 8 A. That the Court determine that this action may be maintained as a class action under
9 Code of Civil Procedure § 382;
- 10 B. Provision of class notice to all members of the Class;
- 11 C. That Defendant is found to have violated the above-referenced provisions of the
12 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
13 relevant subclass Members;
- 14 D. For compensatory damages, in an amount according to proof at trial, with interest
15 thereon;
- 16 E. For compensation for not being paid proper overtime;
- 17 F. For compensation for not being paid minimum wage;
- 18 G. For compensation for not being provided proper meal breaks;
- 19 H. For compensation for not being provided proper rest breaks;
- 20 I. For compensation for not being reimbursed for required business expenses;
- 21 J. For compensation for not being timely paid all wages owed;
- 22 K. That Defendant's actions are found to be willful and/or in bad faith to the extent
23 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for willful
24 failure to pay all compensation owed at the time of separation to Plaintiff and Class
25 Members no longer employed by Defendant;
- 26 L. That Plaintiff and Class Members receive penalties for Defendant's violation of
27 §226 and 1174 of the California Labor Code for willful failure to provide and
28 maintain the required accurate and itemized wage statements;

- 1 M. That Plaintiff and Class Members receive an award in the amount of unpaid wages
2 owed, including interest thereon, and penalties as provided in the Labor Code, CCR
3 and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof
4 at trial;
- 5 N. That Plaintiff and Class Members receive damages pursuant to §§248.5 in addition
6 to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and
7 CCP 1021.5;
- 8 O. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
9 amounts acquired through Defendant's unlawful activities pursuant to Business and
10 Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and
11 unfair activities in violation of California Business and Professions Code § 17200
12 et. seq.;
- 13 P. That Plaintiff and Class Members receive an award of reasonable attorneys' fees
14 and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5,
15 and 1194 and/or applicable laws;
- 16 Q. That the Court issue declaratory relief that Defendant's challenged policies are
17 unlawful;
- 18 R. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount
19 to be determined at trial, but at least the jurisdictional amount of this Court;
- 20 S. An award of reasonable attorneys' fees and costs pursuant to California Labor Code
21 §2699(g) and/or other applicable law;

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1 T. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other
2 applicable law;

3 U. That the Court order further relief, in law and equity, as it deems appropriate and
4 just.

5
6 DATED: December 13, 2023,

KOUL LAW FIRM

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8 **BY: Nazo Koulloukian, Esq.**

9 Attorneys for Plaintiff JUAN ORANTES and
10 putative class members
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PROOF OF SERVICE

**Case No. 23STCV20745
Consolidated Case No. 23STCV20782
*Orantes v. Los Angeles Times Communications, LLC***

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On December 13, 2023, I served the foregoing document described as:

PLAINTIFF'S CONSOLIDATED CLASS AND PAGA COMPLAINT FOR:

1. Failure To Comply With California Law Concerning Payment Of Lawful Wage For All Hours Worked, Including Overtime Hours;
2. Failure To Pay Minimum Wage;
3. Failure To Provide Uninterrupted Meal Breaks;
4. Failure To Provide Compliant Rest Breaks;
5. Failure To Reimburse For Required Business Expenses;
6. Failure To Timely Pay All Wages Owed;
7. Failure To Provide Accurate Itemized Wage Statements & Maintain Accurate Records;
8. Unlawful Business Practices Bus & Prof. Code §17200;
9. Violation of the Private Attorneys General Act of 2004, Cal. Labor Code §2698 et seq.

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

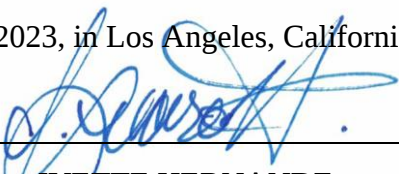
on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Elizabeth T. Ferguson
Bartko Zankel Bunzel & Miller,
1 Embarcadero Ctr, Ste 800,
San Francisco, CA 94111-3629
Phone: 415-956-1900
Fax: 415-956-1152
Email: eferguson@bzbm.com
lfernandez@bzbm.com

Attorneys for Defendant, Los Angeles Times Communications, LLC

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

Executed on this December 13, 2023, in Los Angeles, California.



IVETTE HERNANDEZ