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and on behalf of all others similarly situated*

FILED
Superior Court of California
County of Los Angeles

09/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CIVIL UNLIMITED**

ALVARO SANCHEZ GUERRERO, an
individual and class representative on behalf
of himself and all other similarly situated
non-exempt former and current employees,

PLAINTIFF,

vs.

HOMESTATE HOSPITALITIES, LLC, a
Delaware Corporation; and DOES 1 through
10, inclusive,

DEFENDANTS.

Case No: 23STCV16841
Hon.: HON. LAWRENCE P. RIFF
Dept.: 7 (SSC)

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES [Cal. Labor Code § 1198 et seq.];
2. FAILURE TO PAY ALL HOURS WORKED [Cal. Labor Code 1198 et seq.];
3. FAILURE TO PROVIDE REST BREAKS [Cal. Labor Code § 226.7];
4. FAILURE TO PROVIDE MEAL BREAKS [Cal. Labor Code § 226.7];
5. WAITING TIME PENALTIES [Cal. Labor Code § 203];
6. FAILURE TO MAINTAIN RECORDS [Cal. Labor Code § 1174 et seq.];
7. UNFAIR BUSINESS PRACTICES [Bus. & Prof. Code § 17200 et seq.];
8. FAILURE TO INDEMNIFY [Cal. Labor Code § 2802];
9. FAILURE TO PAY MINIMUM WAGE [Cal. Labor Code §§ 1194 & 1197];
10. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS [Cal. Labor Code §226]; and
11. PRIVATE ATTORNEYS GENERAL ACT [Cal. Labor Code §2699, et al.]

[DEMAND FOR JURY TRIAL]

1 PLAINTIFF ALVARO SANCHEZ GUERRERO, an individual, (hereinafter, “Alvaro,”
2 or “PLAINTIFF”), demanding a jury trial, on behalf of himself and all other persons similarly
3 situated (“CLASS MEMBERS”), submits this First Amended Complaint adding a cause of
4 action pursuant to Cal. Labor Code section 2699(a)(2)(C), and alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter
7 because PLAINTIFF was and is a resident of the State of California, Defendants HOMESTATE
8 HOSPITALITIES, LLC, a Delaware Corporation, (“DEFENDANT,” or “HH”) and DOES 1
9 through 10, inclusive (collectively, “DEFENDANTS”) are qualified to do business in California
10 and regularly conduct business in California. Further, no federal question is at issue because the
11 claims are based solely on California law.

12 2. Venue is proper in this judicial district and the County of Los Angeles, California
13 because DEFENDANTS employed numerous members of the PLAINTIFF CLASS who
14 performed work for DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain
15 offices and facilities and transact business in the County of Los Angeles, specifically at 5611 N.
16 Figueroa Street, Suite 211, Los Angeles, CA 90042, and DEFENDANTS’ illegal payroll policies
17 and practices, which are the subject of this action, were applied to the PLAINTIFF CLASS, at
18 least in part, in the County of Los Angeles. Further, the amount in controversy exceeds the sum
19 of \$25,000.00, exclusive of interest and costs.

20 **PLAINTIFF**

21 3. PLAINTIFF Alvaro is a resident of the State of California who was employed by
22 DEFENDANTS as a non-exempt employee at times relevant to this Complaint.

23 4. PLAINTIFF, on behalf of himself and all other similarly situated current and
24 former non-exempt employees of DEFENDANTS who were employed by DEFENDANTS at
25 any time during the four (4) years preceding the filing of this complaint, and continuing while
26 this action is pending, bring this class action to recover, among other things, wages and penalties
27 from unpaid wages earned and due, including but not limited to unpaid wages, unpaid and
28 illegally calculated overtime compensation, illegal meal and rest period policies, failure to

maintain required records, failure to provide accurate itemized wage statements, failure to indemnify employees for losses incurred in discharging their duties, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFF brings this action on behalf of himself and the following similarly situated class of individuals. All current and former non-exempt employees of DEFENDANTS who worked at any locations in the State of California at any time within the period beginning four (4) years prior to the filing of the this action, and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant HH is, and at all times relevant hereto was a company authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, Defendant HH conducts business in the County of Los Angeles, State of California.

8. The true names and capacities of DOES 1 through 10, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and Class Members' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFF will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE DEFENDANTS when ascertained.

9. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members. PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this complaint DEFENDANTS, as categorized above, were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was

1 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
2 other.

3 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
4 by DEFENDANTS under employment agreements that were partly written, partly oral, and
5 partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
6 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
7 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
8 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest
9 and meal periods; failing to properly maintain records; failing to provide accurate itemized
10 statements for each pay period; and requiring, permitting or suffering PLAINTIFF and CLASS
11 MEMBERS to work off the clock, in violation of the California Labor Code and the applicable
12 IWC Wage Order.

13 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every
14 one of the acts and omissions alleged herein was performed by, and/or attributable to, all
15 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
16 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
17 and scope of said agency, employment and/or direction and control.

18 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
19 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of
20 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
21 of this Court.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 13. While Plaintiff and CLASS MEMBERS were employed as non-exempt employees of
24 Defendants as, among other things, clerks, assistants, cashiers, stockroom workers, baggers, and
25 all other non-exempt hourly employees, Plaintiff and CLASS MEMBERS routinely worked
26 periods of four hours or more, twice per work day, without receiving a rest break, in violation of
27 the California Industrial Welfare Commission's Order 5-2001.

1 14. Defendants did not provide their non-exempt employees a thirty (30) minute meal period
2 for every five hours worked and never sought a written waiver from their employees prior to
3 depriving them of the meal breaks due under the law, in violation of the California Industrial
4 Welfare Commission's Order 5-2001. Further, Defendants did not provide their non-exempt
5 employees a ten (10) minute break for every four hours worked, also in violation of the
6 aforementioned California Wage Orders. At all times, during both rest and meal breaks,
7 Defendants required Plaintiff and all non-exempt employee CLASS MEMBERS, to be on call so
8 that they could be reached and respond to any customers inquiries or requests, or those of
9 management. If Plaintiff and/or a CLASS MEMBERS were contacted by Defendants or
10 Defendants' customers while they were on break, then the break was deemed over and Plaintiff
11 and CLASS MEMBERS had to return to working immediately.

12 15. Defendants charged their customers and/or patrons for their merchandise purchases and
13 services provided by the non-exempt employee CLASS MEMBERS. Defendants are subject to
14 California Industrial Welfare Commission Wage Order 5-2001, which is applicable to the
15 Mercantile Industry. (8 Cal. Code Reg. 11050).

16 16. Plaintiff is informed and believes that, during the last four years, not fewer than 500 non-
17 exempt employees (herein referred to as "CLASS MEMBERS" or "PLAINTIFF CLASS") were
18 employed by Defendants as non-exempt employees of Defendants as clerks, assistants, cashiers,
19 stockroom workers, baggers, and all other non-exempt hourly employees of Defendants.

20 17. Plaintiff and non-exempt CLASS MEMBERS would routinely work eight more than
21 eight (8) hours per day. At the end of their shifts, CLASS MEMBERS would then clock-out
22 before continuing to work, which included but was not limited to cleaning up and putting away
23 supplies, and preparing their work places for either the next shift of employees or their own next
24 shift.

25 18. Plaintiff and CLASS MEMBERS are informed and believe, and thereon allege that
26 throughout the period covered by this action, the Defendants designed and implemented an
27 illegal system of requiring CLASS MEMBERS and other non-exempt employees to work off the
28 clock and uncompensated for tasks, including but not limited to time spent preparing, running
errands for Defendants' customers, assisting other staff and then requiring CLASS MEMBERS

1 to clock-out and continue to conduct work related activities, all in violation of California Laws,
2 which include but are not limited to Labor Codes §§ 1198, 201-203, 204, 226, 510, 1198.

3 19. Defendants at all times relevant herein, provided the non-exempt CLASS MEMBERS
4 with false time sheets which did not show rest breaks, meal breaks and would falsify overtime
5 hours. Therefore, the amount of wages owed to Plaintiff and CLASS MEMBERS are readily
6 and objectively ascertainable. Additionally, Plaintiff was forced to purchase items necessary
7 and required to complete the work required by Defendants; Plaintiff were never indemnified or
8 compensated for the items they purchased.

9 20. Plaintiff brings this action on behalf of himself and on behalf of other current and former
10 non-exempt employees of Defendants and, pursuant to Business and Professions Code §17000 et
11 seq., on behalf of other members of the general public.

12 CLASS ACTION ALLEGATIONS

13 **OVERTIME**

14 21. While employed as non-exempt employees, Plaintiff and CLASS MEMBERS routinely
15 worked periods of eight hours or more, per workday, without receiving overtime compensation.
16 The California Industrial Welfare Commission Order 5-2001 provides that:

17 “One and one-half (1 ½) times the employee's regular rate of pay
18 for all hours worked in excess of eight (8) hours up to and
19 including 12 hours in any workday, and for the first eight (8) hours
20 worked on the seventh (7th) consecutive day of work in a
workweek”;

21 22. Defendants practice of requiring employees to work eight hours and more without
22 overtime compensation is in violation of the Industrial Welfare Commission’s wage order, the
23 California Labor Code and relevant laws, rules, orders, requirements and regulations.

24 23. Defendants suffered and permitted its non-exempt employees to work eight or more
25 hours without overtime compensation provided by California labor law for more than four years.
26 Plaintiff and the putative class are entitled to back wages to compensate them retroactively for all
27 overtime of which they were deprived during the class period, plus all applicable penalties.

28 **REST PERIODS**

1 24. While employed as non-exempt employees, Plaintiff and CLASS MEMBERS routinely
2 worked periods of four hours or more, twice per work day, without receiving a rest break. The
3 California Industrial Welfare Commission Order 5-2001 provides that:

4 "Every employer shall authorize and permit employees to take rest
5 periods, which insofar as practicable shall be in the middle of each
6 work period. The authorized rest period time shall be based on the
7 total hours worked daily at the rate of ten (10) minutes net rest
8 time per four (4) hours or major fraction thereof.

9 25. Defendants practice of requiring employees to work four hours and more without a rest
10 period is in violation of the Industrial Welfare Commission's wage order, the California Labor
11 Code and relevant laws, rules, orders, requirements and regulations.

12 26. Defendants suffered and permitted its employees to toil without the rest periods provided
13 by California labor law for more than four years. Plaintiff and CLASS MAMBERS are entitled
14 to back wages to compensate them retroactively for all break periods of which they were
15 deprived during the class period, plus all applicable penalties, in addition to one hour's
16 compensation as prescribed by I.W.C. Wage Order 5-2001.

16 **MEAL PERIODS**

17 27. Paragraph 11, the California Wage Order 5-2001 provides that:

18 "(A) No employer shall employ any person for a work period of
19 more than five (5) hours without a meal period of not less than 30
20 minutes, except that when a work period of not more than six (6)
21 hours will complete the day's work the meal period may be waived
22 by mutual consent of the employer and employees."

23 28. Defendants did not provide its non-exempt employee CLASS MEMBERS a 30-minute
24 meal period for every five hours worked and never sought a written waiver from the employees
25 prior to depriving them of the meal breaks due under the law. Defendants suffered and
26 permitted its employees to work without the meal periods prescribed by California labor law for
27 more than four years. Plaintiff and CLASS MEMBERS are entitled to back wages to
28

1 compensate them retroactively for all meal periods of which they were deprived during the class
2 period, plus all applicable penalties, in addition to one hour's compensation.

3 **WAGE STATEMENTS**

4 29. Defendants violated Labor Code § 226 and the applicable IWC Wage Orders, which
5 require them to provide accurate itemized wage statements to Plaintiff and Plaintiff Class which
6 include an accurate record of all hours of labor worked. Plaintiff and PLAINTIFF CLASS assert
7 that overtime hours worked, off-the-clock hours worked, unpaid missed meal and rest break
8 premiums, and reimbursements for items and materials purchased by Plaintiff and PLAINTIFF
9 CLASS were never accounted for on their wage statements.

10 30. Pursuant to Labor Code section 226, Plaintiff and PLAINTIFF CLASS are entitled to a
11 penalty of \$50.00 for the first violation and \$100.00 per pay period for each subsequent violation
12 of this section, up to a maximum amount of \$4,000.00 per employee.

13 **UNPAID WAGES**

14 31. Pursuant to IWC Wage Order 5-2001, an employer must compensate its employees for all
15 work performed. Defendants failed to compensate Plaintiff and PLAINTIFF CLASS for all
16 hours worked by not compensating them for work performed. Defendants established policies,
17 *inter alia*, wherein hourly employees would be taken "off-the-clock" for a variety of reasons,
18 including preparing and assisting other non-exempt employee CLASS MEMBERS with
19 hospitality services; Defendants failed to provide breaks as required by law; Defendants failed to
20 compensate employees for all overtime worked; Defendants failed to pay for meal periods;
21 Defendants failed to pay "show up" or reporting time pay; Defendants did not accurately record
22 hours worked; Defendants failed to properly itemize wages.

23 32. Under the aforementioned wage orders and regulations, Plaintiff and PLAINTIFF
24 CLASS are entitled to recover compensation for all hours worked, but not paid, for the four (4)
25 years preceding the filing of this Complaint.

26 33. Plaintiff and PLAINTIFF CLASS are entitled to recover damages for the nonpayment of
27 wages of all hours worked that were improperly deducted by Defendants' policies, penalties,
28 reasonable attorney's fees, expenses, and costs of suit.

FAILURE TO INDEMNIFY

1 34. Pursuant to California Law, as set forth in Labor Code § 2802:

2 “(a) An employer shall indemnify his or her employee for all
3 necessary expenditures or losses incurred by the employee in direct
4 consequence of the discharge of his or her duties, or of his or
5 her obedience to the directions of the employer, even though
6 unlawful, unless the employee, at the time of obeying the
7 directions, believed them to be unlawful.”

8 35. Plaintiff and the other CLASS MEMBERS, at all times relevant hereto, as set forth
9 heretofore, expended money to purchase work related items necessary and required to complete
10 their jobs for Defendants, and on occasion in obedience of the directions of Defendants.
11 Defendants have never indemnified Plaintiff and CLASS MEMBERS for the interest and/or
12 expenditures they have been required to make in order to complete the job duties required by
13 Defendants.

14 36. Plaintiff and CLASS MEMBERS are therefore entitled, in addition to the amounts they
15 should have been indemnified, to interest and attorney’s fees.

16 **THE CLASS**

17 37. The First (1st) through Tenth (10th) Causes of Action in this Complaint are being brought
18 and may properly be maintained as a class action pursuant to the provisions of California Code
19 of Civil Procedure § 382 and other applicable law, because there is a well-defined community of
20 interest in the litigation and the proposed class is ascertainable.

21 38. The proposed class that Plaintiff seeks to represent for the class action causes of action
(hereinafter referred to as “PLAINTIFF CLASS” or “CLASS MEMBERS”) is composed of:

22 All current and former non-exempt employees of DEFENDANTS who worked at
23 any locations in the State of California at any time within the period beginning
24 four (4) years prior to the filing of the this action, and ending at the time this
25 action settles or proceeds to final judgment (the “CLASS PERIOD”).

26 39. There is a well-defined community of interest in the litigation and the class is
27 ascertainable:
28

1 A. **NUMEROSITY:** The PLAINTIFF CLASS is so numerous that the individual
2 joinder of all members is impractical under the circumstances of this case. While the exact
3 number of CLASS MEMBERS is unknown to Plaintiff at this time, Plaintiff is informed and
4 believes, and thereon alleges that over 500 current and former non-exempt employees have been
5 employed by Defendants during the period commencing four years prior to the filing of the
6 Complaint in this action, to date.

7 B. **COMMON QUESTIONS PREDOMINATE:** Common questions of law and
8 fact exist as to all members of the PLAINTIFF CLASS and predominate over any questions that
9 affect only individual members of the class. The predominant common questions of law and fact
10 include:

11 i. Whether the work performed by Plaintiff and PLAINTIFF CLASS is
12 included in the type of work Defendants employed Plaintiff and PLAINTIFF
13 CLASS to perform.

14 ii. Whether the work performed by Plaintiff and PLAINTIFF CLASS is
15 compensable under California state law.

16 iii. Whether Defendants have engaged in a pattern and/or practice of
17 forcing, coercing, deceiving and/or permitting Plaintiff and PLAINTIFF
18 CLASS to perform work for Defendants' benefit which was not properly
19 compensated.

20 iv. Whether Defendants have failed to permit full meal and rest periods as
21 required by California law, other applicable regulations, and/or Defendants'
22 stated policies.

23 v. Whether Defendants have failed to properly compensate Plaintiff and
24 PLAINTIFF CLASS in connection with interruptions to their meal or rest
25 periods.

26 vi. Whether Defendants have failed to keep true and accurate time records
27 for all hours worked by their employees as required by Defendants' respective
28 policies and state law.

1 vii. Whether Defendants failed to pay Plaintiff and PLAINTIFF CLASS for all
2 of the work Defendants required them to perform.

3 viii. Whether Defendants violated the California Labor Code § 1194, et seq.,
4 through their practice of not paying their employees for all time worked.

5 ix. Whether the Defendants violated the California Labor Code Sec. 512 by
6 requiring employees to perform work activities during their breaks and
7 uncompensated meal periods/30 minute breaks.

8 x. Whether Defendants systematic failure to pay the class for all hours
9 worked constitute unfair competition and thus a continuing violation of
10 California's Business & Professions Code, Sec. 17200, et seq.

11 xi. The nature and extent of class-wide injury and the measure of damages for
12 the injury.

13 xii. Whether Defendants practice of collecting, taking, receiving monies
14 violates Labor Code §351.

15 xiii. Whether Defendants indemnified Plaintiff and CLASS MEMBERS for items
16 purchased by Plaintiff and CLASS MEMBERS for the completion of their work,
17 and whether the items purchased by Plaintiff for work were required and
18 necessary for the completion of Plaintiff and CLASS MEMBERS' job duties.

19 C. **TYPICALITY:** Plaintiff's claims are typical of the claims of the CLASS
20 MEMBERS. Plaintiff and CLASS MEMBERS sustained damages arising out of Defendants
21 common practice of failing to provide meal and rest period; failing to compensate for overtime,
22 failing to indemnify for purchased work items required and necessary for work, and requiring
23 Plaintiff and CLASS MEMBERS to clock-in and clock-out while requiring them to conduct off-
24 duty work related activities.

25 D. **ADEQUACY:** Plaintiff will fairly and adequately protect the interests of the
26 members of the class. Plaintiff's attorneys have experience in employment and class action
27 matters and may adequately represent the class in this matter. Plaintiff has no interest that is
28 adverse to the interests of the other CLASS MEMBERS.

1 E. **SUPERIORITY:** A class action is superior to other available means for the fair
2 and efficient adjudication of this controversy. Because individual joinder of all members of the
3 class is impractical, class action treatment will permit a large number of similarly situated
4 persons to prosecute their common claims in a single forum simultaneously, efficiently and
5 without the unnecessary duplication of effort and expense that numerous individual actions
6 would engender. The relatively minor amount of individual damages in question coupled with
7 the expenses and burdens of individual litigation would make it difficult or impossible for
8 individual members of the class to redress the wrongs done to them by Defendants, while
9 important public interests will be served by addressing the matter as a class action. The cost to
10 and burden on the court system of adjudication of individualized litigation would be substantial
11 and substantially more than the costs and burdens of a class action. Individualized litigation
12 would also present the potential for inconsistent or contradictory judgments.

13 **FIRST CAUSE OF ACTION**

14 **[FAILURE TO PAY OVERTIME – Cal. Labor Code § 1198]**

15 **(AGAINST ALL DEFENDANTS)**

16 40. Plaintiff hereby incorporates by reference all other allegations contained in this
17 Complaint as though fully set forth herein.

18 41. Pursuant to Industrial Welfare Commission Order 5-2001, California Code of
19 Regulations Title 8 Chapter 5, § 11050, and Labor Code §§ 200, 226, and 1198, at all times
20 relevant hereto, Defendants were required to compensate Plaintiff and PLAINTIFF CLASS for
21 all overtime, which is calculated at one and one-half (1 1/2) times the regular rate of pay for
22 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

23 42. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198, and California Code of
24 Regulations, Title 8, Chapter 5, § 11050, Defendants were required to compensate Plaintiff and
25 PLAINTIFF CLASS for all overtime, which is calculated at one and one-half (1 1/2) times the
26 regular rate of pay for hours worked in excess of eight (8) hours per day.

27 43. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198, and California Code of
28 Regulations, Title 8, Chapter 5, § 11050, Defendants were required to compensate Plaintiff and

1 PLAINTIFF CLASS for all overtime, which is calculated at Double the employee's regular rate
2 of pay for all hours worked in excess of 12 hours in any workday.

3 44. Plaintiff and PLAINTIFF CLASS were non-exempt employees entitled to the protections
4 of Industrial Welfare Commission Order 5-2001, California Code of Regulations, Title 8, §
5 11050, and Labor Code §§ 200, 226, 500, 510, and 1198. During the course of Plaintiff and
6 PLAINTIFF CLASS'S employment, Defendants failed to compensate Plaintiff and PLAINTIFF
7 CLASS for overtime hours worked as required under the aforementioned labor regulations.

8 45. Under the aforementioned wage orders, statutes, and regulations, Plaintiff and
9 PLAINTIFF CLASS are entitled to either one and one half (1 1/2) times and /or double their
10 regular rate of pay for overtime work performed during the four (4) years preceding the filing of
11 this Complaint based on appropriate calculations of the total remuneration for each workweek.

12 46. In violation of state law, Defendants have knowingly and willfully refused to perform
13 their obligations to compensate Plaintiff and PLAINTIFF CLASS for all wages earned and all
14 hours worked. As a direct result, Plaintiff and PLAINTIFF CLASS have suffered, and continue
15 to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such
16 wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their
17 obligation under state law, all to their respective damage in amounts according to proof at time
18 of trial, but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts
19 alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring
20 Plaintiff and PLAINTIFF CLASS, from improper motives amounting in malice, and in conscious
21 disregard of Plaintiff and PLAINTIFF CLASS'S rights. Plaintiff and PLAINTIFF CLASS are
22 thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in
23 amounts according to proof at time of trial, but in amounts in excess of the jurisdiction of this
24 Court.

25 47. As a proximate result of the aforementioned violations, Plaintiff and PLAINTIFF CLASS
26 have been damaged in an amount according to proof at time of trial, but in an amount in excess
27 of the jurisdiction of this Court.

28 48. Defendants' conduct described herein violates Labor Code §§ 200, 226, 500, 510 and
1198. Therefore, pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, as well as 2699

1 *et al.*, Plaintiff and PLAINTIFF CLASS are entitled to recover the unpaid balance of overtime
2 compensation Defendants owe Plaintiff and PLAINTIFF CLASS and civil penalties (including
3 the penalties described in Labor Code § 558 and other statutory penalties) plus interest penalties,
4 attorney's fees, expenses, and costs of suit.

5 49. WHEREFORE, Plaintiff requests relief as hereinafter provided.

6 **SECOND CAUSE OF ACTION**

7 **[FAILURE TO COMPENSATE FOR ALL HOURS WORKED – Cal. Labor Code § 1198]**
8 **(AGAINST ALL DEFENDANTS)**

9 50. Plaintiff hereby incorporates by reference all other allegations contained in this
10 Complaint as though fully set forth herein.

11 51. At all times relevant herein, Defendants were required to compensate their hourly
12 employees for all hours worked upon reporting for work at the appointed time stated by the
13 employer, pursuant to Industrial Welfare Commission Order 5-2001, California Code of
14 Regulations, Title 8, Chapter 5, § 11050, Labor Code §§ 200, 226, 500, 510, 1197, and 1198

15 52. At all times relevant hereto, Defendants failed to compensate Plaintiff and PLAINTIFF
16 CLASS for all hours worked by not compensating them for work performed. Defendants
17 established policies, *inter alia*, wherein hourly employees would be taken “off-the-clock” for a
18 variety of reasons, including preparing and assisting other non-exempt employee CLASS
19 MEMBERS with hospitality services; Defendants failed to provide breaks as required by law;
20 Defendants failed to compensate employees for all overtime worked; Defendants failed to pay
21 for meal periods; Defendants failed to pay "show up" or reporting time pay; Defendants did not
22 accurately record hours worked; Defendants failed to properly itemize wages.

23 53. Under the aforementioned wage orders and regulations, Plaintiff and PLAINTIFF
24 CLASS are entitled to recover compensation for all hours worked, but not paid, for the four (4)
25 years preceding the filing of this Complaint, plus reasonable attorneys' fees and costs of suit
26 pursuant to Labor Code § 218.5, and penalties pursuant to Labor Code §§ 203 and 226.

27 54. In violation of state law, Defendants have knowingly and willfully refused to perform
28 their obligations to compensate Plaintiff and PLAINTIFF CLASS for all wages earned and all
hours worked. As a direct result, Plaintiff and PLAINTIFF CLASS have suffered, and continue

1 to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such
2 wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their
3 obligations under state law, all to their respective damage in amounts according to proof at time
4 of trial, but in amounts in excess and satisfactory of the jurisdiction of this Court. Defendants
5 committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate,
6 intention of injuring Plaintiff and PLAINTIFF CLASS, from improper motives amounting to
7 malice, and in conscious disregard of Plaintiff and PLAINTIFF CLASS. Plaintiff and
8 PLAINTIFF CLASS are thus entitled to recover nominal, actual, compensatory, punitive, and
9 exemplary damages in amounts according to proof at time of trial, but in amounts in excess and
10 satisfactory of the jurisdiction of this Court

11 55. As a proximate result of the aforementioned violations, Plaintiff and PLAINTIFF CLASS
12 have been damaged in an amount according to proof at time of trial, but in an amount in excess
13 and satisfaction of the jurisdiction of this Court. Defendants' conduct described herein violates
14 Labor Code §§ 200, 226, 500, 1197 and 1198, and Industrial Welfare Commission Order 5-2001,
15 California Code of Regulations, Title 8, Chapter 5, §11050. Therefore, pursuant to Labor Code of
16 Regulations §§ 203, 218.5, 226, 558, 1194, and 1194.2, as well as 2699 *et al.*, Plaintiff and
17 PLAINTIFF CLASS are entitled to recover damages for the nonpayment of wages of all hours
18 worked that were improperly deducted by Defendants' policies, penalties, reasonable attorney's
19 fees, expenses, and costs of suit.

20 56. WHEREFORE, Plaintiff and PLAINTIFF CLASS requests relief as hereinafter.

21 **THIRD CAUSE OF ACTION**

22 **[FAILURE TO ALLOW REST PERIODS – Cal. Labor Code § 226.7]**

23 **(AGAINST ALL DEFENDANTS)**

24 57. Plaintiff hereby incorporates by reference all other allegations contained in this
25 Complaint as though fully set forth herein.

26 58. At all times herein mentioned Plaintiff and PLAINTIFF CLASS including but not limited
27 to clerks, assistants, cashiers, stockroom workers, baggers, and all other non-exempt hourly
28 employees subject to the rest period provisions of the Industrial Welfare Commission.

59. From at least June of 2019, Defendants failed to allow members of the PLAINTIFF

1 CLASS to take rest periods during every four hour period worked. The law requires that
2 employees such as Plaintiff and those in the PLAINTIFF CLASS be allowed a 10-minute break
3 during every four hour work period. The prescribed break should be allowed, and as close to the
4 middle of the four hour period as possible, according to the Industrial Welfare Commission wage
5 orders. Thus, Plaintiff and the PLAINTIFF CLASS should have been afforded a 10-minute
6 break at the two hour point of their four hour work periods. Defendants denied or precluded
7 such breaks.

8 60. Wages are due to employees for “all hours worked” under IWC Order 5-2001, “[R]est
9 periods shall be counted as hours worked...” pursuant to IWC Order 5-2001 § 12(A). The wage
10 order goes on to say that there shall be no deduction from wages. Thus, wages are due to
11 Plaintiff and the PLAINTIFF CLASS to compensate them for the rest periods that were denied
12 under applicable laws, rules, requirements, and regulations. Ten minutes worth of prorated
13 wages are due to the Plaintiff and PLAINTIFF CLASS, for each four hour work period contained
14 in each day of work each class member performed, from June 2019 to the present. In addition,
15 Plaintiff and PLAINTIFF CLASS are entitled to recover interest on the unpaid rest period wages
16 due to them. Further, Plaintiff and PLAINTIFF CLASS demand reasonable attorney’s fees and
17 costs of suit, pursuant to Labor Code § 218.5, plus all appropriate penalties for the wage and
18 hour violations, in addition to the one hour’s compensation due under IWC Order 5-2001.

19 61. Plaintiff and PLAINTIFF CLASS are not only entitled to compensation for the lost rest
20 periods, but to the extent that Defendants claim that rest periods were taken which are not
21 documented, Plaintiff and PLAINTIFF CLASS also seek all applicable penalties for Defendants
22 failure to keep accurate time records and to issue Plaintiff and PLAINTIFF CLASS accurate
23 earnings statements.

24 **FOURTH CAUSE OF ACTION**

25 **[FAILURE TO ALLOW MEAL PERIODS – Cal. Labor Code § 226.7]**

26 **(AGAINST ALL DEFENDANTS)**

27 62. Plaintiff hereby incorporates by reference all other allegations contained in this
28 Complaint as though fully set forth herein.

63. At all times mentioned herein, the Plaintiff and PLAINTIFF CLASS were non-exempt

employees and subject to the meal period provisions of the IWC.

64. From at least June 2019 to the present, Defendants failed to allow the Plaintiff and PLAINTIFF CLASS to take 30-minute meal periods for every 5 hours worked. Defendants denied them such breaks. Thus, Defendants sometimes deprived employees of both their lunch period and the 30 minutes pay for the time when the employees were working, when they should have been allowed to take their meal breaks.

65. Wages are due to employees for “all hours worked” under IWC Order 5-2001 and applicable laws, rules, orders, requirements, and regulations. Plaintiff and PLAINTIFF CLASS demand all applicable reimbursement and penalties for their lost meal breaks, in addition to the one hour’s compensation due under the applicable wage order. Further, Plaintiff and PLAINTIFF CLASS demand reasonable attorney’s fees and costs of suit, pursuant to Labor Code § 218.5.

66. Under California law, meal periods must be recorded unless all operations cease during the scheduled meal periods. Defendants failed to record Plaintiff and PLAINTIFF CLASS’ meal periods. In fact, Defendants records evidence and support the fact that the employees were afforded no meal periods or truncated meal periods after 5 hours of work. Plaintiff and PLAINTIFF CLASS are not only entitled to compensation for the lost meal periods, but to the extent that Defendants claims that meal periods were taken which are not accurately documented, Plaintiff and PLAINTIFF CLASS also seek all applicable penalties for DEFENDANTS’ failure to keep accurate time records and to issue Plaintiff and PLAINTIFF CLASS accurate earnings statements.

FIFTH CAUSE OF ACTION

[WAITING TIME PENALTIES – Cal. Labor Code § 203]

(AGAINST ALL DEFENDANTS)

67. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

68. California Labor Code §§ 201, 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. California Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits.

1 This penalty consists of an amount equal to the sum of the employee's wages at the employee's
2 prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30
3 days' pay.

4 69. During all relevant times prior to the filing of the present action, numerous individuals
5 employed by Defendants in the position of non-exempt employees have left the company as a
6 result of being discharged or having voluntarily terminated their employment.

7 70. While employed by Defendants, these employees were entitled to: regular wages,
8 overtime wages, off-the-clock wages, compensation for meal periods and rest periods not given,
9 all as set forth above.

10 71. Defendants failed to pay all wages due to Plaintiff and PLAINTIFF CLASS who left their
11 employment with Defendants, by failing to pay for the meal breaks, rest periods, due wages, and
12 overtime due and unpaid. Defendants are required to reimburse their former employees all
13 unpaid wages earned and an additional penalty equal to the daily earnings of such employees up
14 to an amount equal to 30 days' pay. Failure to do so is yet another Unfair Business Practice,
15 prohibited by Business and Professions Code § 17200, *et seq.*

16 **SIXTH CAUSE OF ACTION**

17 **[FAILURE TO MAINTAIN REQUIRED RECORDS – Cal. Labor Code Section 174.5]**

18 **(AGAINST ALL DEFENDANTS)**

19 72. Plaintiff hereby incorporates by reference all other allegations contained in this
20 Complaint as though fully set forth herein.

21 73. IWC Order 5-2001, provides in relevant part:

22 "(A) Every employer shall keep accurate information with respect
23 to each employee including the following: ... (3) Time records
24 showing when the employee begins and ends each work period.
25 Meal periods, split shift intervals and total daily hours worked
26 shall also be recorded. Meal periods during which operations cease
27 and authorized rest periods need not be recorded."

28 74. Labor Code section 1174 provides in relevant part:

1 "Every person employing labor in this state shall: ... (d) Keep, at a
2 central location in the state or at the plants or establishments at
3 which employees are employed, payroll records showing the hours
4 worked daily by and the wages paid to, and the number of piece-
5 rate units earned by and any applicable piece rate paid to,
6 employees employed at the respective plants or establishments.
7 These records shall be kept in accordance with rules established for
8 this purpose by the commission, but in any case shall be kept on
9 file for not less than two years."

10 "Any person employing labor who willfully fails to maintain the
11 records required by subdivision (c) of Section 1174 or accurate and
12 complete records required by subdivision (d) of Section 1174, or to
13 allow any member of the commission or employees of the division
14 to inspect records pursuant to subdivision (b) of Section 1174,
15 shall be subject to a civil penalty of five hundred dollars (\$500)."

16 75. Upon information and belief, at all times relevant hereto, Defendants willfully failed to
17 comply with IWC Order 5-2001 and with Labor Code § 1174, by failing to maintain certain
18 records which employers are required to maintain, including records of *all* hours worked,
19 overtime, rest periods and meal periods provided to each employee. As a result of the failure to
20 keep these required records, Defendants are subject to a civil penalty, pursuant to Labor Code §
21 1174.5, in the amount of \$500.

22 **SEVENTH CAUSE OF ACTION**

23 **[UNFAIR BUSINESS PRACTICES – Bus. & Prof. Code § 17200 *et seq.*]**

24 **(AGAINST ALL DEFENDANTS)**

25 76. Plaintiff hereby incorporates by reference all other allegations contained in this
26 Complaint as though fully set forth herein.

27 77. Defendants, and each of them, have engaged in unfair business practices in California by
28 practicing, employing and utilizing the employment practices outlined in this Complaint by

1 requiring their non-exempt employees to perform the labor complained of herein without
2 overtime compensation. Defendants' utilization of such unfair business practices constitutes
3 unfair competition and provides an unfair advantage over Defendants' competitors.

4 78. Plaintiff, PLAINTIFF CLASS, and other similarly situated members of the general
5 public, seek full restitution and disgorgement of monies, as necessary and according to proof, to
6 restore any and all monies withheld, acquired and/or converted by the Defendants by means of
7 the unfair practices complained of herein. Plaintiff and PLAINTIFF CLASS seek, on their own
8 behalf and on behalf of the general public, the appointment of a receiver, as necessary. The acts
9 complained of herein occurred, at least in part, within the last four (4) years preceding the filing
10 of this Complaint.

11 79. Plaintiff and PLAINTIFF CLASS are informed and believe and on that basis allege that
12 at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair
13 business practices, as proscribed by California Business and Professions Code § 17200 *et seq.*,
14 including those set forth in the Complaint herein, thereby depriving PLAINTIFF CLASS and
15 other members of the general public the minimum working condition standards and conditions
16 due to them under the California labor laws and the Wage Orders as specifically described
17 herein.

18 80. Plaintiff, PLAINTIFF CLASS, and all persons similarly situated, are further entitled to
19 and do seek both a declaration that the above-described business practices are unfair, unlawful
20 and/or fraudulent and injunctive relief restraining Defendants from engaging in any such
21 business practices in the future. Such misconduct by Defendants, unless and until enjoined and
22 restrained by order of this Court, will cause great and irreparable injury to all members of the
23 class in that the Defendants will continue to violate these California laws, represented by labor
24 statutes and the Wage Orders, unless specifically ordered to comply with the same. This
25 expectation of future violations will require current and future employees to repeatedly and
26 continuously seek legal redress in order to gain compensation to which they are entitled under
27 California law. Plaintiff and PLAINTIFF CLASS have no other adequate remedy at law to
28 insure future compliance with the California labor laws and the Wage Orders alleged to have
been violated herein.

1 **EIGHTH CAUSE OF ACTION**

2 **[FAILURE TO INDEMNIFY – Cal. Labor Code § 2802]**

3 **(AGAINST ALL DEFENDANTS)**

4 81. Plaintiff hereby incorporates by reference all other allegations contained in this
5 Complaint as though fully set forth herein.

6 82. Pursuant to California Law, as set forth in Labor Code § 2802:

7 “(a) An employer shall indemnify his or her employee for all
8 necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer, even though
11 unlawful, unless the employee, at the time of obeying the
12 directions, believed them to be unlawful.”

13 83. Plaintiff and the other CLASS MEMBERS, at all times relevant hereto, as set forth
14 heretofore, expended money to purchase work related items necessary and required to complete
15 their jobs for Defendants, and on occasion in obedience of the directions of Defendants.

16 84. Defendants have never indemnified Plaintiff and CLASS MEMBERS for the interest
17 and/or expenditures they have been required to make in order to complete the job duties required
18 by Defendants.

19 85. As a direct and proximate result of DEFENDANTS’ failure to indemnify Plaintiff and
20 the other CLASS MEMBERS, Plaintiff and CLASS MEMBERS have been damaged in an
21 amount subject to proof at the time of trial, and pursuant to Labor Code § 2802, are entitled, in
22 addition to the amounts they should have been indemnified, to interest and attorney’s fees.

23 **NINTH CAUSE OF ACTION**

24 **[FAILURE TO PAY MINIMUM WAGE – Cal. Labor Code §§ 1194 & 1197]**

25 **(AGAINST ALL DEFENDANTS)**

26 86. Plaintiff hereby incorporates by reference all other allegations contained in this
27 Complaint as though fully set forth herein.

28 87. At all times mentioned herein, the Plaintiff and the CLASS MEMBERS were hourly
employees, were non-exempt employees, and were/are subject to the Industrial Welfare

Commission's Wage Order No. 5-2001 (as periodically amended) and Labor Code §§ 1197 and 1194.

88. From at least June of 2019, Defendants willfully and knowingly failed to pay Plaintiff and the CLASS MEMBERS for their mandatory off-the-clock work and group meetings during, prior to, and after their scheduled shifts, consisting of a period of unpaid work of approximately 30 minutes to one hour daily. California law, however, requires that employees of the company be paid at least minimum wage for meetings and/or preparation work included. Defendants also failed to compensate Plaintiff and CLASS MEMBERS for "clean up" time worked after their shifts, which lasted approximately 15 to 30 minutes daily.

89. Additionally, Defendants, at all times material hereto, effectively paid Plaintiff and the other CLASS MEMBERS less than the minimum wage per hour worked.

90. Furthermore, the net pay each of the Plaintiff and CLASS MEMBERS received per pay period for each hour worked; deducting any or all of the amounts taken by the Defendants from Plaintiff and CLASS MEMBERS or never compensated by Defendants, was less than the applicable minimum wage.

91. As a direct and proximate result of Defendants' failure to pay Plaintiff and the other CLASS MEMBERS the minimum wage, Plaintiff and the other CLASS MEMBERS have been damaged in the amount of unpaid minimum wages. Pursuant to Labor Code §§ 1194 and 1194.2, each CLASS MEMBER is entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney's fees, all in a total amount subject to proof at time of trial. In addition, insofar as the failure of Defendants to pay the minimum wage was willful, Plaintiff and CLASS MEMBERS who no longer work for Defendants are entitled to waiting time penalties pursuant to Labor Code § 200 *et seq.*

92. The aforementioned acts by DEFENDANTS were intentional, and done with the intention to deprive Plaintiff of their property and/or legal rights and causing injury to Plaintiff and CLASS MEMBERS. The aforementioned conduct of DEFENDANTS, and each of them, was carried out by their managing agents with authority to do so, was ratified by the DEFENDANTS, and was despicable conduct that subjected the Plaintiff and/or CLASS MEMBERS to an unjust hardship in conscious disregard of their rights so as to justify an award

1 of exemplary and punitive damages.

2 **TENTH CAUSE OF ACTION**

3 **[FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS – Cal. Labor Code §226]**
4 **(AGAINST ALL DEFENDANTS)**

5 93. Plaintiff realleges and incorporates by reference every allegation contained in every
6 aforementioned paragraph as though fully set forth herein.

7 94. Defendants, and each of them, were obligated under Labor Code § 226 and Industrial
8 Wage Order 5-2001, to keep an accurate record of the hours of labor worked by Plaintiff
9 and Plaintiff Class and to prepare and submit to Plaintiff and Plaintiff Class, with each
10 payment of wages, an itemized statement accurately showing the total hours worked by
11 Plaintiff and Plaintiff Class.

12 95. Pursuant to Labor Code § 226, Plaintiff and Plaintiff Class are entitled to a penalty of
13 \$50.00 for the first violation and \$100.00 per pay period for each subsequent violation of
14 this section, according to proof, up to a maximum amount of \$4,000.00.

15 96. In this instance, Defendants, and each of them, either prepared and submitted to Plaintiff
16 and Plaintiff Class inaccurate wage statements, or did not prepare and submit any wage
17 statements to Plaintiff and Plaintiff Class during the relevant statutory period and during the
18 entire term of Plaintiff and Plaintiff Class' employment with Defendants.

19 97. Further, Plaintiff and Plaintiff Class Members were provided with wage statements that
20 only accounted for a portion of their actual hours worked, while a portion of the hours worked
21 were paid to Plaintiff and Plaintiff Class Members in cash. Moreover, Defendants provided
22 Plaintiff and Plaintiff Class Members wage statements that did not account for any off-the-clock
23 work performed by Plaintiff and Plaintiff Class Members.

24 98. Pursuant to Labor Code § 226, Plaintiff and Plaintiff Class are entitled to a penalty of
25 \$50.00 for the first violation and \$100.00 per pay period for each subsequent violation of this
26 section, according to proof, up to a maximum amount of \$4,000.00.

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1 **ELEVENTH CAUSE OF ACTION**

2 **[PRIVATE ATTORNEYS GENERAL ACT – Cal. Labor Code § 2698 *et seq.*]**

3 **(AGAINST ALL DEFENDANTS)**

4 99. PLAINTIFF hereby incorporates by reference all other allegation contained in this
5 Complaint as though fully set forth herein.

6 100. PLAINTIFF and CLASS MEMBERS are aggrieved employees as defined in Labor Code
7 § 2699(a).

8 101. PLAINTIFF and CLASS MEMBERS bring this cause on behalf of themselves as
9 affected by the labor law violations alleged in this Complaint.

10 102. Defendants committed the following violations of the California Labor Code against
11 PLAINTIFF and CLASS MEMBERS, and, on information and belief, against other current or
12 former employees while they were employed by Defendants:

13 a. Defendants violated Labor Code § 201 and 202 by failing to pay PLAINTIFF and
14 CLASS MEMBERS all wages due on the date of the employee's involuntary
15 termination or within 72 hours of receipt of notice of employee's voluntary
16 termination.

17 b. Defendants violated Labor Code § 204 by failing pay all wages due to
18 PLAINTIFF and CLASS MEMBERS on a weekly basis, in compliance with
19 those provisions.

20 c. Defendants violated Labor Code § 246 by failing to provide PLAINTIFF and
21 CLASS MEMBERS with the requisite accrued paid sick leave, and/or for failing
22 to compensate said sick leave at PLAINTIFF or CLASS MEMBERS' respective
23 regular rates of pay.

24 d. Defendants violated Labor Code § 226 by failing to provide accurate itemized
25 wage statements to PLAINTIFF and CLASS MEMBERS.

26 e. Defendants violated Labor Code § 226.7 and provisions of the Industrial Welfare
27 Commission Wage Order 5-2001 by failing to provide mandatory meal periods
28 and rest periods.

1 f. Defendants violated Labor Code § 1182, et sq. and § 1198 and provisions of
2 Industrial Welfare Commission Wage Order 5-2001 by failing to pay PLAINTIFF
3 and CLASS MEMBERS all wages due for all hours worked, and by failing to
4 keep accurate information with respect to hours worked, including the actual
5 beginning and ending of each work period and meal period.

6 g. Defendants violated Labor Code § 510 by failing to pay PLAINTIFF and CLASS
7 MEMBERS for work over eight (8) hours in a workday and forty (40) hours in a
8 workweek.

9 h. Defendants violated the Labor Code by failing to indemnify PLAINTIFF and
10 CLASS MEMBERS for items purchased that were required and necessary to
11 complete Defendants' work.

12 103. On or about July 19, 2023, Plaintiff sent notice to Defendants and the Labor and
13 Workforce Development Agency ("LWDA"), notifying them of the specific violations and the
14 facts and theories supporting those violations. More than 65 days have passed since the date the
15 notice was submitted with the Defendants and LWDA.

16 104. Pursuant to Labor Code § 2699(a), PLAINTIFF and CLASS MEMBERS seek to recover
17 civil penalties, as otherwise provided by statute, for which Defendants are liable as a result of
18 their violations of the following Labor Code sections in an amount to be proven at trial, for
19 violations of Labor Code §§ 201, 202, 203,204, and 246, penalties pursuant to Labor Code §
20 210; for violations Labor Code § 226 and provisions of the applicable Industrial Wage Order,
21 penalties pursuant to Labor Code § 226.3; for violations Labor Code § 226.7, 558, and
22 provisions of the applicable Industrial Wage Order, penalties pursuant to Labor Code § 558,
23 including an amount sufficient to recover underpaid wages due Plaintiffs and Plaintiffs Class; for
24 violations Labor Code §§ 1182, 1182.12, and 1198 and provisions of the applicable Industrial
25 Wage Order, penalties pursuant to Labor Code § 1197.1; all in amounts to be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff on behalf of themselves and all others similarly situated, pray for relief and judgment against DEFENDANTS as follows:

- A. An order that the action be certified as a class action;
- B. An order that Plaintiff be certified as the representatives of the Class;
- C. An order that counsel for Plaintiff and PLAINTIFF CLASS be confirmed as Class counsel;
- D. Damages for unpaid minimum and overtime wages;
- E. Liquidated damages;
- F. Statutory penalties under Labor Code Section 226(e);
- G. Statutory penalties under Labor Code Section 2699, *et al.*;
- H. Damages for unpaid wages earned prior to termination of employment;
- I. Damages for unpaid continuation wages owed for failing to pay all earned wages timely upon termination of employment;
- J. Restitution of all unpaid wages and other monies owed and belonging to Class members that Defendant unlawfully withheld from them and retained for itself
- K. Reasonable attorney's fees;
- L. Costs of suit;
- M. Interest;
- N. Punitive Damages; and,
- O. Such other relief as the Court deems just and proper.

Respectfully submitted,

DATED: September 26, 2023

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff
ALVARO SANCHEZ GUERRERO and
CLASS MEMBERS

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and other similarly situated Class Members, hereby demands a trial by jury on all issues so triable in this Complaint.

DATED: September 26, 2023

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy.
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff
ALVARO SANCHEZ GUERRERO and
CLASS MEMBERS

PROOF OF SERVICE

I am a resident of the State of California, over eighteen years of age, and not a party to this action. My business address is 316 W. 2nd Street, Suite 1200, Los Angeles, CA 90012.

On, September 26, 2023, I served the following documents:

1) FIRST AMENDED CLASS ACTION COMPLAINT

- ☐ BY FAX: by transmitting via facsimile the document(s) listed above to the following fax number(s) listed below.
- ☐ BY ELECTRONIC SERVICE: I caused the documents to be sent to the persons at the email addressed listed below via email, as ordered by the court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ BY PERSONAL DELIVERY: by causing personal delivery (by hand) of the documents listed above to the person(s) at the address set forth below.
- ☒ BY MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, CA, addressed as set forth below.
- ☐ BY MAIL: I am "readily familiar" with the office's practice of collection and processing of correspondence for mailing. It is deposited in a sealed envelope with the U.S. Postal Service on that same day with postage thereon fully prepaid, at Los Angeles, CA, in the ordinary course of business, addressed as set forth below.

[SEE ATTACHED SERVICE LIST]

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

Executed on September 26, 2023, at Los Angeles, California.



Glory Parada

SERVICE LIST
SANCHEZ GUERRERO, v. HOMESTATE HOSPITALITIES, LLC,
Case No.: 23STCV16841

1505 Corporation REGISTERED AGENT SOLUTIONS, INC. JACKSON YANG - ATTN 720 14TH ST , SACRAMENTO, CA 95814	<i>Registered Agent for Defendant</i>