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*Attorneys for Plaintiff, individually
and on behalf of all others similarly situated*

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
ORANGE COUNTY SUPERIOR COURT – CIVIL COMPLEX CENTER

JAIME OSWALDO AREVALO and
HECTOR ALONSO VELASQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

NATIONAL SIGNAL LLC., a Delaware
Company; H&S BEAM LLC, a California
Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
- 2. FAILURE TO PROVIDE REQUIRED REST PERIODS**
- 3. FAILURE TO PAY OVERTIME WAGES**
- 4. FAILURE TO PAY MINIMUM WAGE**
- 5. FAILURE TO TIMELY PAY WAGES**
- 6. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**
- 7. FAILURE TO MAINTAIN REQUIRED RECORDS**
- 8. FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS**
- 9. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES**
- 10. UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiffs JAIME OSWALDO AREVALO and HECTOR ALONSO VELASQUEZ,
2 individually and on behalf of all other similarly situated non-exempt employees,
3 (“PLAINTIFF(S)”), demanding a jury trial, on behalf of themselves and all other persons
4 similarly situated, hereby allege as follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter
7 because PLAINTIFFS were and are residents of the State of California, Defendants NATIONAL
8 SIGNAL LLC., a Delaware Company (“NSLLC”); H&S BEAM LLC, a California Company
9 (H&S”); and DOES 1 through 10, inclusive, (collectively, “DEFENDANTS”) are qualified to do
10 business in California and regularly conduct business in California. Further, no federal question
11 is at issue because the claims are based solely on California law.

12 2. Venue is proper in this judicial district and the County of Orange, California
13 because PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS
14 in the County of Orange, DEFENDANTS maintain offices and facilities and transact business in
15 the County of Orange, specifically at 2440Artisia Avenue, Fullerton CA 92833. Further,
16 DEFENDANTS’ illegal payroll policies and practices, which are the subject of this action, were
17 applied, at least in part, to PLAINTIFFS, and other persons similarly situated, in the County of
18 Orange. Further, the amount in controversy exceeds the sum of \$25,000.00, exclusive of interest
19 and costs.

20 3. While the amount in controversy exceeds the sum of \$25,000.00, exclusive of
21 interest and costs, the amount in controversy for PLAINTIFF individually does not exceed the
22 sum or value of seventy-five thousand dollars (\$75,000.00), inclusive of attorneys’ fees, interest,
23 and costs. Moreover, the amount in controversy for the aggregate claims of PLAINTIFF and the
24 class he seeks to represent is under Five Million Dollars (\$5,000,000.00), inclusive of attorneys’
25 fees, interest, and costs.

26 **PLAINTIFF**

27 4. Plaintiff JAIME OSWALDO AREVALO is a resident of the State of California,
28 city of Anaheim, Orange County, who was employed by DEFENDANTS as a machine operator

1 and general warehouse non-exempt employee at times relevant to this Complaint.

2 5. Plaintiff HECTOR ALONSO VELASQUEZ is a resident of the State of
3 California, city of Los Angeles, Los Angeles County, who was employed by DEFENDANTS as
4 a non-exempt machine operator and general warehouse employee at times relevant to this
5 Complaint.

6 6. PLAINTIFFS, on behalf of themselves and all other similarly situated current and
7 former non-exempt employees of DEFENDANTS who were employed by DEFENDANTS at
8 any time during the four (4) years preceding the filing of this complaint, and continuing while
9 this action is pending, bring this class action to recover, among other things, wages and penalties
10 from unpaid wages earned and due, including but not limited to unpaid minimum wages and
11 unpaid wages, unpaid and illegally calculated overtime compensation, illegal meal and rest
12 period policies, failure to timely pay wages, failure to pay all wages due to discharged or quitting
13 employees, failure to maintain required records, failure to provide accurate itemized wage
14 statements, failure to indemnify employees for necessary expenditures and/or losses incurred in
15 discharging their duties, and interest, attorneys' fees, costs, and expenses.

16 7. PLAINTIFFS bring this action on behalf of themselves and the following
17 similarly situated class of individuals ("CLASS MEMBERS"):

18 a. All current and former warehouse non-exempt employees of
19 DEFENDANTS employed to work at any of H&S BEAM LLC and/or
20 NATIONAL SIGNAL LLC locations in the State of California at any time
21 within the period beginning four (4) years prior to the filing of the this
22 action, and ending at the time this action settles or proceeds to final
23 judgment (the "CLASS PERIOD").

24 6. PLAINTIFF reserves the right to name additional class representatives.

25 **DEFENDANTS**

26 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant H&S
27 BEAM LLC is, and at all times relevant hereto was, a company authorized to do business in the
28 State of California and doing business in the State of California. Specifically, upon information

1 and belief, Defendant H&S BEAM LLC conducts business in the County of Orange, State of
2 California.

3 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
4 NATIONAL SIGNAL LLC is, and at all times relevant hereto was, a company authorized to do
5 business in the State of California and doing business in the State of California. Specifically,
6 upon information and belief, Defendant NATIONAL SIGNAL LLC conducts business in the
7 County of Orange, State of California.

8 10. The true names and capacities of DOES 1 through 10, inclusive, are unknown to
9 PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under
10 fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each
11 Defendant designated as a DOE is in some manner responsible for the occurrences alleged
12 herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein,
13 were proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave
14 of the court to amend this complaint to allege the true names and capacities of such DOE
15 Defendants when ascertained.

16 11. At all relevant times herein, DEFENDANTS were the joint employers of
17 PLAINTIFFS and the CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
18 allege, that at all times material to this complaint DEFENDANTS, as categorized above, were
19 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
20 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
21 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
22 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
23 other.

24 12. At all relevant times herein, Plaintiffs and CLASS MEMBERS were employed by
25 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
26 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
27 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
28 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes

1 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest
2 and meal periods; failing to properly maintain records; failing to provide accurate itemized
3 statements for each pay period; failing to properly compensate PLAINTIFFS and CLASS
4 MEMBERS for necessary expenditures; and requiring, permitting or suffering PLAINTIFFS and
5 CLASS MEMBERS to work off the clock, in violation of the California Labor Code and the
6 applicable IWC Wage Order.

7 13. PLAINTIFFS are informed and believe, and thereon allege, that each and every
8 one of the acts and omissions alleged herein was performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
10 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
11 and scope of said agency, employment and/or direction and control.

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

16 **CLASS ACTION ALLEGATIONS**

17 15. This action is appropriately suited for a class action because:

18 A. The potential class is a significant number. Joinder of all current and
19 former employees individually would be impractical.

20 B. This action involves common questions of law and fact to the potential
21 class because the action focuses on DEFENDANTS' systematic course of illegal payroll
22 practices and policies, which was applied to all non-exempt employees in violation of the
23 California Labor Code, IWC Wage Orders, and the California Business and Professions Code
24 which prohibits unfair and unlawful business practices arising from such violations.

25 C. The claims of PLAINTIFFS are typical of the class because
26 DEFENDANTS subjected all non-exempt employees to identical violations of the California
27 Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

28 D. PLAINTIFFS are able to fairly and adequately protect the interests of all CLASS

MEMBERS because it is in their best interest to prosecute the claims alleged herein to obtain full compensation due to the CLASS MEMBERS for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]

(Against all DEFENDANTS)

16. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 1-2001, § 11.

18. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 1-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

19. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFFS and CLASS MEMBERS for all hours worked during their meal periods.

20. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 21. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

11 23. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
12 Order No. 1-2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not
13 provided with a rest period, in accordance with the applicable wage order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest period was not
15 provided.

16 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

22 **(Against all DEFENDANTS)**

23 25. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
24 the allegations in all preceding paragraphs.

25 26. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-
26 2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS
27 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the

1 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
2 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
3 hours on the seventh consecutive day of work in any workweek.

4 27. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
6 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring,
11 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
12 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
13 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS
14 MEMBERS worked; illegally rounding the work hours of PLAINTIFF and CLASS MEMBERS;
15 failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide
16 accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each pay
17 period; and other methods to be discovered.

18 28. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS
21 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
22 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
23 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
24 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
25 this Court.

26 29. DEFENDANTS' conduct described herein violates California Labor Code §§
27 510, 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor
28 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California

1 Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
2 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
3 attorneys' fees, expenses, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Minimum Wages**

6 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

7 **(Against all DEFENDANTS)**

8 30. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the allegations in all preceding paragraphs.

10 31. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-
11 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
12 worked in a payroll period is unlawful.

13 32. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
14 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
15 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
16 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
17 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS
18 MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS
19 MEMBERS; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records;
20 failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS
21 for each pay period; and other methods to be discovered.

22 33. DEFENDANTS' conduct described herein violates California Labor Code §§
23 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned
24 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according
25 to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194,
26 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,
27 PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed
28 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages During Employment**

3 **[Cal. Labor Code § 204]**

4 **(Against All DEFENDANTS)**

5 34. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 35. Pursuant to California Labor Code § 204, for all labor performed between the 1st
8 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
9 employees between the 16th and 26th day of the month during which the labor was performed.
10 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
11 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
12 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
13 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
14 no later than the payday of the next regular payroll period.

15 36. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
16 pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by
17 California Labor Code § 204.

18 37. Pursuant to California Labor Code § 210, failure to pay the wages of each
19 employee as provided in California Labor Code § 204 will subject DEFENDANTS to a civil
20 penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial
21 violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-
22 five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

23 38. DEFENDANTS' conduct described herein violates California Labor Code § 204.
24 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
25 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
26 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, and other applicable provisions under the
27 Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
28 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,

1 attorneys' fees, expenses, and costs of suit.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

4 **[Cal. Labor Code §§ 201, 202, 203]**

5 **(Against all DEFENDANTS)**

6 39. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in all preceding paragraphs.

8 40. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
9 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
10 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
11 and unpaid at the time of discharge are due and payable immediately.

12 41. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
13 required to pay all accrued wages due to an employee no later than 72 hours after the employee
14 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
15 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

16 42. California Labor Code § 203 provides that if an employer willfully fails to pay, in
17 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
18 discharged or who quits, the employer is liable for waiting time penalties in the form of
19 continued compensation to the employee at the same rate for up to 30 workdays.

20 43. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
21 accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance
22 with California Labor Code §§ 201, 202, and 203.

23 44. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
24 statutory penalties, including the waiting time penalties provided in California Labor Code §
25 203, together with interest thereon, as well as other available remedies.

26 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
28 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are

entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194.

SEVENTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]

(Against all DEFENDANTS)

46. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

47. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

48. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]

(Against all DEFENDANTS)

49. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

1 50. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
2 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
3 writing showing each employee's gross wages earned, total hours worked, all deductions made,
4 net wages earned, the inclusive dates of the period for which the employee is paid, the name and
5 address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all
6 applicable hourly rates in effect during each pay period and the corresponding number of hours
7 worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order
8 No. 1-2001, § 7.

9 51. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
10 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
11 statements in accordance with California Labor Code § 226(a).

12 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
13 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
14 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
15 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
16 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
17 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
18 California Labor Code § 226(e), as well as other available remedies.

19 **NINTH CAUSE OF ACTION**

20 **Failure to Indemnify Employees for Necessary Expenditures**

21 **Incurred in Discharge of Duties**

22 **[Cal. Labor Code § 2802]**

23 **(Against all DEFENDANTS)**

24 53. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
25 the allegations in all preceding paragraphs.

26 54. California Labor Code § 2802(a) requires an employer to indemnify an employee
27 for all necessary expenditures or losses incurred by the employee in direct consequence of the
28 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

1 55. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
2 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
3 incurred in direct consequence of the discharge of their duties while working under the direction
4 of DEFENDANTS, including but not limited to expenses for uniforms, travel expenses, cell
5 phone usage, and other employment-related expenses, in violation of California Labor Code §
6 2802.

7 56. As a proximate result of DEFENDANTS' unlawful actions and omissions,
8 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
9 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
10 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
11 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
12 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
13 available remedies.

14 **TENTH CAUSE OF ACTION**

15 **Unfair and Unlawful Business Practices**

16 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

17 **(Against all DEFENDANTS)**

18 57. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
19 the allegations in all preceding paragraphs.

20 58. Each and every one of DEFENDANTS' acts and omissions in violation of the
21 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
22 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
23 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure
24 and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
25 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
26 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
27 refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or
28 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice

1 under California Business and Professions Code § 17200 et seq.

2 59. DEFENDANTS' violations of California wage and hour laws constitute a
3 business practice because DEFENDANTS' aforementioned acts and omissions were done
4 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
5 PLAINTIFFS and CLASS MEMBERS.

6 60. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
7 rest periods, and other benefits as required by the California Labor Code, the California Code of
8 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
9 record, report, and pay the correct sums of assessment to the state authorities under the
10 California Labor Code and other applicable regulations.

11 61. As a result of DEFENDANTS' unfair and unlawful business practices,
12 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
13 expense of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS
14 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and
15 CLASS MEMBERS.

16 62. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
17 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
18 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
19 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
20 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
21 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
22 jurisdiction of this Court.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly
3 situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 10, inclusive,
4 and each of them, as follows:

- 5 1. For compensatory damages in an amount to be ascertained at trial;
- 6 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
7 as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 8 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
9 and IWC Wage Order No. 1-2001;
- 10 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 11 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
12 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
13 from engaging in the unlawful business practices complained of herein;
- 14 6. For waiting time penalties pursuant to California Labor Code § 203;
- 15 7. For statutory and civil penalties according to proof, including but not limited to all
16 penalties authorized by the California Labor Code §§ 210, 226.3, 226(e), 558, 1197.1;
- 17 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
18 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
19 provision providing for pre-judgment interest;
- 20 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
21 218.5, 1021.5, 1194, 2802, California Civil Code § 1021.5, and/or any other applicable
22 provisions providing for attorneys' fees and costs;
- 23 10. For declaratory relief;
- 24 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
25 Seventh, Eighth, Ninth, and Tenth Causes of Action as a class action;
- 26 12. For an order appointing PLAINTIFF as class representatives, and PLAINTIFF'S
27 counsel as class counsel; and

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13. For such further relief that the Court may deem just and proper.

DATED: February 27, 2024

Respectfully Submitted,

SOLOUKI | SAVOY, LLP

By: /s/ Grant Joseph Savoy
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
*Attorneys for Plaintiffs JAIME OSWALDO AREVALO
and HECTOR ALONSO VELASQUEZ*

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DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of himself and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: February 27, 2024

Respectfully Submitted,

SOLOUKI | SAVOY, LLP

By: /s/ Grant Joseph Savoy
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
*Attorneys for Plaintiffs JAIME OSWALDO AREVALO
and HECTOR ALONSO VELASQUEZ*