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**FILED**  
Superior Court of California  
County of Los Angeles  
**09/09/2024**

David W. Slayton, Executive Officer / Clerk of Court  
By: R. Lozano Deputy

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

ROGELIO ESPINOZA, an individual and on  
behalf of all others similarly situated;

Plaintiff,

vs.

THE SOLOMON PAGE GROUP LLC; and  
DOES 1 through 50,

Defendants.

Case No.: 24STCV16528

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) FAILURE TO REIMBURSE  
NECESSARY BUSINESS EXPENSES  
(LABOR CODE § 2802);**
- (2) UNFAIR COMPETITION (BUS &  
PROF CODE §§ 17200, *et seq.*); and**
- (3) CIVIL PENALTIES UNDER THE  
CALIFORNIA PRIVATE  
ATTORNEYS GENERAL ACT  
(LABOR CODE §§ 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff ROGELIO ESPINOZA (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint  
3 (“Complaint”) against Defendants THE SOLOMON PAGE GROUP LLC, and DOES 1 to 50  
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
8 Code § 17200, *et seq.*, Labor Code §§ 2802, 2698, *et seq.*, and applicable Industrial Welfare  
9 Commission (“IWC”) Wage Orders (“Wage Orders”), in addition to seeking injunctive relief,  
10 declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil  
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because  
12 the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have  
14 agents, and/or transact business in the State of California, including Los Angeles County, and some  
15 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,  
16 Plaintiff was employed by Defendants within Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of  
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to  
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.  
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of  
22 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*  
23 *seq.*, Labor Code §§ 2802, 2698, *et seq.*, and Wage Orders.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the  
25 applicable statute of limitations for each cause of action pled herein and continuing to the present,  
26 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,  
27 similarly-situated non-exempt employees within Los Angeles County, and the State of California  
28 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

1           5.       Plaintiff does not know the true names or capacities, whether individual, partner, or  
2 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
6 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,  
7 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful  
8 employment practices, wrongs, injuries, and damages complained of herein.

9           6.       At all times herein mentioned, each of said Defendants participated in the doing of  
10 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,  
11 Defendants, and each of them, were the agents, servants, and employees of each of the other  
12 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
13 within the course and scope of said agency and employment.

14           7.       Plaintiff is informed and believes, and based thereon alleges, that at all times  
15 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
16 joint venturer of, or working in concert with each of the other co-Defendants and was acting within  
17 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent  
18 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining  
19 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

20           8.       At all times herein mentioned, Defendants, and each of them, were members of, and  
21 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and  
22 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

23           9.       At all times herein mentioned, the acts and omissions of various Defendants, and  
24 each of them, concurred and contributed to the various acts and omissions of each and all of the  
25 other Defendants in proximately causing the injuries and damages as herein alleged.

26                               **FACTUAL ALLEGATIONS**

27           10.       Defendants own and operate a staffing agency in California with offices in El  
28 Segundo and San Diego. Defendants employed Plaintiff as an hourly-paid, non-exempt employee

1 from approximately 2021 to approximately March 2024 as as laborer for special events at  
2 Paramount Pictures.

3 11. Labor Code § 2802 requires an employer to reimburse its employee for all necessary  
4 expenditures incurred by the employee in direct consequence of the discharge of his or her job  
5 duties or in direct consequence of his or her obedience to the directions of the employer. During the  
6 relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related  
7 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use  
8 of their personal cellphones to clock in and out of their shifts and communicate with their  
9 supervisors during shifts.

10 **CLASS ACTION ALLEGATIONS**

11 12. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following  
12 Classes pursuant to § 382 of the California Code of Civil Procedure:

13 a. Expense Reimbursement Class: All current and former non-exempt employees of  
14 Defendants in the State of California who were not reimbursed for all necessary  
15 business expenses, during the four years immediately preceding the filing of this  
16 action through the present.

17 13. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
18 joinder of all members would be impractical, if not impossible. The membership of the Classes is  
19 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
20 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection  
21 of Defendants' employment records, including payroll records.

22 14. **Common Questions of Law and Fact Predominate/Well-Defined Community of**  
23 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of  
24 the Classes, which predominate over questions affecting only individual members including,  
25 without limitation to:

26 a. Whether Defendants reimbursed members of the Expense Reimbursement Class for  
27 all necessary business expenses pursuant to Labor Code § 2802.

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1        These common questions of law and fact set forth above are numerous and substantial and  
2 stem from Defendants' policies and/or practices applicable to each individual class member. As  
3 such, the common questions predominate over individual questions concerning each individual  
4 class member's showing as to their eligibility for recovery or as to the amount of their damages.

5        15.     **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
6 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)  
7 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,  
8 Plaintiff, like the members of the Classes, was not reimbursed for all necessary business expenses.

9        16.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
10 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's  
11 attorneys are ready, willing and able to fully and adequately represent the members of the Classes  
12 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and  
13 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the  
14 members of the Classes.

15        17.     **Superiority:** The Labor Code is broadly remedial in nature and serves an important  
16 public interest in establishing minimum working conditions and standards in California. These laws  
17 and labor standards protect the average working employee from exploitation by employers who  
18 have the responsibility to follow the laws and who may seek to take advantage of superior economic  
19 and bargaining power in setting onerous terms and conditions of employment. The nature of this  
20 action and the format of laws available to Plaintiff and members of the Classes make the class  
21 action format a particularly efficient and appropriate procedure to redress the violations alleged  
22 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily  
23 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited  
24 resources of each individual plaintiff with their vastly superior financial and legal resources.

25        18.     Moreover, requiring each member of the Class(es) to pursue an individual remedy  
26 would also discourage the assertion of lawful claims by employees who would be disinclined to file  
27 an action against their former and/or current employer for real and justifiable fear of retaliation and  
28 permanent damages to their careers at subsequent employment. The claims of the individual

1 members of the Class are not sufficiently large to warrant vigorous individual prosecution  
2 considering all of the concomitant costs and expenses attending hereto.

3 19. Furthermore, the prosecution of separate actions by the individual class members,  
4 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
5 with respect to the individual class members against Defendants herein; and which would establish  
6 potentially incompatible standards of conduct for Defendants; and/or legal determinations with  
7 respect to individual class members which would, as a practical matter, be dispositive of the interest  
8 of the other class members not parties to adjudications or which would substantially impair or  
9 impede the ability of the class members to protect their interests. As such, the Classes identified  
10 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

13 **(Against All Defendants)**

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

16 21. At all relevant times herein, Defendants were subject to Labor Code § 2802, which  
17 states that “an employer shall indemnify his or her employees for all necessary expenditures or  
18 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his  
19 or obedience to the directions of the employer.”

20 22. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and  
21 members of the Expense Reimbursement Class all necessary business expenses they incurred in the  
22 performance of their job duties.

23 23. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the  
24 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable  
25 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

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1 **SECOND CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

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

6 25. Defendants have engaged and continue to engage in unfair and/or unlawful business  
7 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 8 a. failing to reimburse all necessary business expenses to Plaintiff and members of the  
9 Expense Reimbursement Class.

10 26. Defendants' utilization of these unfair and/or unlawful business practices deprived  
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
13 Defendants' competitors who have been and/or are currently employing workers and attempting to  
14 do so in honest compliance with applicable wage and hour laws.

15 27. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
16 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of  
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired  
18 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

19 28. The acts complained of herein occurred within the last four years immediately  
20 preceding the filing of the Complaint in this action.

21 **THIRD CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(Against All Defendants)**

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

26 30. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*  
27 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved  
28 Employees"), brings this representative action against Defendants to recover the civil penalties due

1 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant  
2 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial  
3 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or  
4 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each  
5 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and  
6 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)  
7 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §  
8 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each  
9 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
10 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as  
11 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and  
12 \$200 for each subsequent violation per employee per pay period for those violations of the Labor  
13 Code for which no civil penalty is specifically provided, based on the following Labor Code  
14 violations:

15       a.       Failure to reimburse Aggrieved Employees for all necessary business expenses in  
16               violation of Labor Code § 2802.

17       31.     On or about July 1, 2024, Plaintiff notified Defendants via certified mail, and  
18 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of  
19 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties  
20 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the  
21 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying  
22 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,  
23 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has  
24 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act  
25 with respect to these violations.

26       32.     Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive  
27 under California Labor Code § 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf  
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for unreimbursed business expenses according to  
8 proof pursuant to Labor Code § 2802;
- 9 5. Upon the Second Cause of Action, for restitution to Plaintiff and members of the  
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
11 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*  
12 *seq.*;
- 13 6. Upon the Third Cause of Action, for civil penalties due to Plaintiff, other Aggrieved  
14 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and  
15 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to  
16 pay each employee and \$200 for each subsequent violation or willful or intentional violation  
17 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the  
18 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee  
21 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation  
22 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a  
23 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the  
24 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each  
25 subsequent violation per employee per pay period for those violations of the Labor Code for which  
26 no civil penalty is specifically provided;
- 27 7. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6  
28 and Civil Code §§ 3287 and 3289;

1           8.       On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
2 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

3           9.       For such other and further relief, the Court may deem just and proper.

4                               **DEMAND FOR JURY TRIAL**

5           Plaintiff hereby demands a trial by jury on all claims.

6  
7 DATED: September 7, 2024

**JUSTICE FOR WORKERS, P.C.**

8  
9 By: 

10 William C. Sung

11 Tiffany L. Luu

12 Attorneys for Plaintiff ROGELIO ESPINOZA  
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