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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

EDWARD VIGIL, individually and on
behalf of all individuals similarly situated,

Plaintiff,

vs.

SANTA ANITA CORPORATE FITNESS,
INC, a California corporation; ANGEL
BANOS JR., an individual; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 25STCV04172

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS
WORKED IN VIOLATION OF INDUSTRIAL
WELFARE COMMISSION ORDER NO. 9
AND CAL. LABOR CODE §§ 200, 226, 500,
510, 1194, 1197, AND 1198;**
- 2. FAILURE TO PAY OVERTIME
COMPENSATION IN VIOLATION OF CAL.
LABOR CODE § 1194, ET SEQ.;**
- 3. MISSED REST BREAKS IN VIOLATION OF
CAL. LABOR CODE §§ 200, 226.7, 512, 516,
558, and 1198 AND 12 CALIFORNIA CODE
OF REGULATIONS § 11050;**
- 4. FAILURE TO PROVIDE PROPER WAGE
STATEMENTS IN VIOLATION OF CAL.
LABOR CODE § 226;**
- 5. FAILURE TO PAY COMPENSATION UPON
SEPARATION OF EMPLOYMENT IN**

FILED
Superior Court of California
County of Los Angeles

02/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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VIOLATION OF CAL. LABOR CODE § 201-203;

6. FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF LABOR CODE § 2802

7. VIOLATIONS OF CAL. B&P CODE §§ 17200, *ET SEQ.*;

8. VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.* (“PAGA”)

DEMAND FOR JURY TRIAL

1 Plaintiff EDWARD VIGIL, an individual and on behalf of all individuals similarly situated
2 (“Plaintiff”), hereby brings this Class Action Complaint for Damages against Defendants SANTA
3 ANITA CORPORATE FITNESS, INC (“SANTA ANITA”), a California corporation; ANGEL
4 BANOS JR. (“BANOS”), an individual; and DOES 1 through 50, inclusive, (collectively,
5 “Defendants”) and states and alleges as follows:

6 **THE PARTIES**

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

9 2. At all times relevant to this Complaint, Defendant SANTA ANITA CORPORATE
10 FITNESS, INC (SANTA ANITA) is and was a California corporation operating a business within the
11 State of California, specifically in the County of Los Angeles.

12 3. At all times relevant to this Complaint, Defendant ANGEL BANOS JR. (BANOS) is
13 and was an individual and the Chief Executive Officer of Defendant SANTA ANITA.

14 4. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the
15 fictitious names DOES 1–50 but prays for leave to amend and serve such fictitiously named Defendants
16 pursuant to California Code of Civil Procedure section 474 once their names and capacities become
17 known.

18 5. Plaintiff is informed and believes, and thereon alleges, that DOES 1–50 are the partners,
19 agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on
20 behalf of Defendants.

21 6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
22 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–50, each
23 acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and
24 all Defendants were in accordance with, and represent the policy of, all Defendants.

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

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

JURISDICTION

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

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

ALTER EGO, AGENCY, AND JOINT EMPLOYER

11. BANOS owned and/or controlled the businesses operated by SANTA ANITA, and furthermore, BANOS exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue in this Complaint.

12. Based on the foregoing allegations, BANOS, in fact, caused violations at-issue in this Complaint, thereby creating individual liability under Labor Code § 558.1.

13. Pursuant to the provisions of Labor Code § 558, the liability of BANOS would include any and all amounts sufficient to recover any and all missed rest break premiums, unpaid wages, and failure to reimburse necessary business expenses to Plaintiff and the Class Members.

14. As further referenced hereinbelow, the viability of obtaining liability of individuals by this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th 1075, 1089 where the court noted that individual liability against non-employers could be obtained through the use of § 558.

15. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between SANTA ANITA, BANOS, and DOES 1-50 that the individuality and separateness of defendants has ceased to exist.

16. Plaintiff is informed and believes, and based thereon alleges, that despite the formation

1 of purported corporate existence, SANTA ANITA, BANOS, and DOES 1-50 are, in reality, one and
2 the same, including, but not limited to because:

3 a. SANTA ANITA is or was completely dominated and controlled by BANOS and DOES
4 1-50, who personally committed the frauds and violated the laws as set forth in this complaint,
5 and who have hidden and currently hide behind SANTA ANITA to perpetrate frauds,
6 circumvent statutes, or accomplish some other wrongful or inequitable purpose.

7 b. BANOS and DOES 1-50 have acted on behalf of SANTA ANITA, who violate, or cause
8 to be violated, the provisions regulating minimum wages or hours and days of work in any order
9 of the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
10 Sections 203, 226, 226.7, 510, 1194, 1197, or 2802.

11 c. BANOS and DOES 1-50 have acted on behalf of SANTA ANITA, who violate, or
12 cause to be violated, the provisions regulating rest breaks in any order of the Industrial Welfare
13 Commission, or violate, or cause to be violated, California Labor Code Sections 226.7, and 512.

14 d. BANOS and DOES 1-50 have acted on behalf of SANTA ANITA, who violate, or
15 cause to be violated, the provisions regulating reimbursement of necessary business expenses
16 in any order of the Industrial Welfare Commission, or violate, or cause to be violated, California
17 Labor Code Sections 2802.

18 e. BANOS and DOES 1-50 derive actual and significant monetary benefits by and
19 through SANTA ANITA as the funding source for their own personal expenditures.

20 f. Plaintiff is informed and believes that BANOS, SANTA ANITA, and DOES 1-50,
21 while really one and the same, were segregated to appear as though separate and distinct for
22 purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
23 wrongful or inequitable purpose.

24 g. Plaintiff is informed and believes that SANTA ANITA does not or did not comply with
25 all requisite corporate formalities to maintain a legal and separate corporate existence.

26 h. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of
27 BANOS, SANTA ANITA, and DOES 1-50 are, and at all times relevant were, so mixed and
28 intermingled that the same cannot reasonably be segregated, and the same are in inextricable

1 confusion.

2 i. SANTA ANITA is, and at all times relevant hereto was, used by BANOS and DOES
3 1-50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and
4 was, the alter ego of BANOS and DOES 1-50. The recognition of the separate existence of
5 SANTA ANITA, and/or BANOS would not promote justice, in that it would permit Defendants
6 to insulate themselves from liability to Plaintiffs for violations of the Labor Code. The
7 corporate existence of BANOS, SANTA ANITA, and DOES 1-50 should be disregarded in
8 equity and for the ends of justice because such disregard is necessary to avoid fraud and
9 injustice to Plaintiff herein.

10 17. Accordingly, SANTA ANITA constitutes the alter egos of BANOS and DOES 1-50,
11 and the fiction of their separate corporate existence must be disregarded.

12 18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
13 thereon alleges that SANTA ANITA, BANOS, and DOES 1-50 are Plaintiff's joint employers by
14 virtue of a joint enterprise, and that Plaintiff was an employee of SANTA ANITA, BANOS, and DOES
15 1-50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of
16 all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or
17 indirectly, and the manner in which Defendants' business was and is conducted.

18 **FACTUAL ALLEGATIONS**

19 19. Plaintiff was employed by Defendants in the position of "Front Desk Associate" from
20 in or around July 2023, until in or around August 2024. Plaintiff worked primarily at Defendants'
21 workplace located at 400 S Baldwin Ave Suite 3000, Arcadia, CA 91007.

22 20. Plaintiff's job duties included but were not limited to checking in guests and customers.
23 Plaintiff's regularly scheduled shift was 5:30 p.m. to 10:15 p.m. on Friday, and 2:30 p.m. to 7:15 p.m.
24 on Saturday and Sunday. Plaintiff also occasionally worked shifts of 8 to 9 hours. His most recent rate
25 of pay was approximately \$16 per hour.

26 21. Throughout their employment with Defendants, Plaintiff and the Class were not
27 compensated for all hours worked. Specifically, Plaintiff and Class Members regularly worked beyond
28 the scheduled end-time of their shifts, in order to complete all necessary job-related tasks. However,

1 Defendants would manually alter Plaintiff and Class Members timecards to reflect that they had
2 actually ended their shift at the scheduled end time. Defendants regularly altered and rounded Plaintiff
3 and Class Members timecards in this manner, resulting in unpaid off-the-clock work.

4 22. Despite the fact that Plaintiff and the Class worked more than eight (8) hours per day,
5 Defendants did not properly compensate Plaintiff and the Class Members with accurate overtime rates,
6 including unpaid off-the-clock work as described above.

7 23. Additionally, throughout their employment with Defendants, Plaintiff and the Class
8 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
9 paid rest period for every four (4) hours worked or major fraction thereof. Specifically, Plaintiff would
10 be unable to take rest breaks due to Defendants' business practices.

11 24. Despite the aforementioned, during their employment with Defendants, Plaintiff and the
12 Class Members were not paid one (1) hour of pay at their regular rate of compensation for each work
13 day where a legally compliant rest period was not provided.

14 25. Additionally, throughout their employment with Defendants, Plaintiff and Class
15 Members were required to use their own cell phones for job-related tasks, as well as purchasing
16 required work shoes and pants, for which they were never reimbursed.

17 26. As a result of Defendants' failure to pay all hours worked, failure to pay proper overtime
18 wages, and failure to pay all rest period premiums, Defendants maintained inaccurate payroll records,
19 and issued inaccurate wage statements to Plaintiff and the Class Members.

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

27 28. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class
28 Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of

1 wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants
2 to fully perform their obligations under state law, all to their respective damage in amounts according
3 to proof at the time of trial.

4 **CLASS ACTION ALLEGATIONS**

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

6
7 The Class: All individuals who have been, or currently are, employed by DEFENDANTS in
8 California as non-exempt employees during the Class Period.

9
10 30. "Class Period" is defined as the time from February 14, 2021, through the date that
11 judgment is entered, based upon information and belief that the violations, as described more fully
12 hereinafter, began long before February 14, 2021, and are continuing. Plaintiff and members of Class
13 herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this
14 matter proceeds.

15 31. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the
16 Class Period, dozens of Class members have been employed by Defendants as non-exempt employees
17 in the State of California. Because so many persons have been employed by Defendants in this capacity,
18 the members of the Plaintiffs' Class are so numerous that joinder of all members is impossible and/or
19 impracticable.

20 32. Commonality: Common questions of law, in fact, exist as to all members of the
21 Plaintiffs' Class and predominate over any questions affecting solely individual members of the
22 Plaintiffs' Class. Among the questions of law and fact, that are relevant to the adjudication of Class
23 members claims are as follows:

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

26 (b) Whether Defendants unlawfully failed to properly calculate and pay overtime
27 compensation due and owing to the Plaintiffs and members of the Class in violation of Labor
28 Code § 1194;

1 (c) Whether Defendants' policy and/or practice of failing to accurately pay overtime to
2 Plaintiffs and members of the Class violates applicable provisions of California Law, including
3 Labor Code sections, applicable Industrial Welfare Commission Orders, and applicable State
4 Regulations;

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

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

10 (f) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
11 of rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512, and 8 CCR
12 § 11010;

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND LABOR CODE §§ 200, 226,
500, 510, 1194, 1197, AND 1198
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

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

40. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to Industrial Welfare Commission Order 4, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

41. As alleged above, Plaintiff and the Class were not paid for all hours worked, due to their having their hours rounded and altered, not being paid their proper overtime rates, nor being paid premiums on any missed rest breaks.

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

43. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to

1 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
2 seeking to compel Defendants to fully perform their obligations under state law, all to their respective
3 damage in amounts according to proof at time of trial.

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

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

9 46. Defendants' conduct described herein violates Industrial Welfare Commission Order 4,
10 and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 8 CCR § 11010
11 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to recover
12 damages for the nonpayment of wages of all hours worked that were improperly deducted and/or not
13 counted as a result of Defendants' policies, liquidated damages for underpayment of minimum wages,
14 penalties, reasonable attorneys' fees, expenses, and costs of suit.

15 WHEREFORE, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME COMPENSATION**

18 **IN VIOLATION OF CAL. LABOR CODE SECTION 1194, ET SEQ.**

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

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

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

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

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

3 50. In violation of state law, Defendants have knowingly and willfully refused to perform
4 their obligations to compensate Plaintiffs and the Class for all overtime wages earned and all hours
5 worked.

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

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

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

21 WHEREFORE, Plaintiff request relief as hereinafter provided.

22 **THIRD CAUSE OF ACTION**

23 **MISSED REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7, 512, AND 12**

24 **CALIFORNIA CODE OF CIVIL REGULATIONS § 11050**

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

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

28 55. Throughout the employment of Plaintiff and the Class, Defendants failed to provide all

1 rest breaks as required by law.

2 56. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for
3 all missed rest periods.

4 57. Plaintiff and the Class are entitled to recover additional compensation for all rest periods
5 that were missed, but not paid for during his employment, plus penalties pursuant to Labor Code §§
6 226.7 and 558.

7 58. Defendants' conduct described herein violates the Industrial Welfare Commission
8 Order 1 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and 12 California
9 Code of Regulations § 11050.

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

16 WHEREFORE, Plaintiff requests relief as hereinafter provided.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS**

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

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

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

23 61. Labor Code §226(a) sets forth reporting requirements for employers when they pay
24 wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her
25 employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
26 by the employee . . . (8) the name and address of the legal entity that is the employer..."

27 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional
28 failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all

1 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
2 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
4 reasonable attorneys' fees."

5 62. Defendants failed to accurately record the total wages due to Plaintiff and the Class, and
6 total wages due.

7 63. Plaintiff and the Class were damaged by this failure to provide accurate wage statements
8 because, among other things, Plaintiff was unable to determine the proper amount of wages actually
9 owed to him, and whether he had received full compensation therefore.

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

13 WHEREFORE, Plaintiff requests relief as hereinafter provided.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PAY COMPENSATION UPON SEPARATION OF EMPLOYMENT IN**

16 **VIOLATION OF CAL. LABOR CODE § 201-203**

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

18 65. Plaintiff repeats and re-alleges the allegations set forth above and incorporates the same
19 by reference as though fully set forth herein.

20 66. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an employee,
21 the wages earned and unpaid at the time of discharge are due and payable immediately."

22 67. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written
23 contract for a definite period quits his or her employment, his or her wages shall become due and
24 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
25 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
26 quitting."

27 68. Pursuant to Labor Code § 201, upon Class members' separations, Defendants were
28 required to pay all earned wages.

69. Defendants failed to compensate Class members their entitled wages by failing to compensate them for all hours worked including meal premiums, failing to compensate them proper overtime wages, and failing to provide wage statements reflecting the accurate number of hours worked per pay period. The Class members' wages remained unpaid even after their separation from employment.

70. The Class Members are entitled to “waiting time” penalties under Labor Code § 203.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

IN VIOLATION OF CAL. LABOR CODE § 2802

(By PLAINTIFF AGAINST ALL DEFENDANTS)

71. PLAINTIFF repeats and re-alleges the allegations set forth above and incorporates the same by reference as though fully set forth herein.

72. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties.”

73. PLAINTIFF and the Class have incurred reasonable and necessary expenses in the course of completing their job duties, including personal cell phone use, as well work pants, shoes, and other necessary items which were never reimbursed by DEFENDANTS.

74. An employer that knows or has reason to know that an employee has incurred work-related expenses must reimburse the employee, even if the employee does not request reimbursement.

75. PLAINTIFF and the Class are entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

SEVENTH CAUSE OF ACTION

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

(By PLAINTIFF AGAINST ALL DEFENDANTS)

76. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,

1 the allegations contained in all preceding paragraphs.

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

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

8 79. Defendants' conduct as herein alleged has damaged Plaintiff by denying his wages due
9 and payable, by failing to provide rest periods, and by failing to provide proper wage statements.
10 Defendants' actions are thus substantially injurious to Plaintiff causing him injury in fact and loss of
11 money.

12 80. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
13 due to Plaintiff.

14 81. The amount of wages due Plaintiff can be readily determined from Defendants' records.
15 Plaintiff is entitled to restitution of monies due and obtained by Defendants during the last four years
16 as a result of Defendants' unlawful and unfair conduct.

17 82. Defendants' course of conduct, acts, and practices in violation of the California law as
18 mentioned in each paragraph above constitutes a separate and independent violation of § 17200 *et seq.*
19 of the Business and Professions Code.

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

24 84. Defendants' conduct described herein threatens an incipient violation of California's
25 wage and hour laws, and/or violates the policy or SANTA ANITA of such laws, or otherwise
26 significantly threatens or harms competition.

27 85. Defendants' course of conduct described herein further violates Business and
28 Professions Code 17200 in that it is fraudulent, improper, and unfair.

86. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described herein above have injured Plaintiff in that he was wrongfully denied the timely and full payment of wages due to him.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698, ET SEQ. (“PAGA”)

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

88. On or around December 3, 2024, Plaintiff filed a notice with the Labor Workforce and Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act, California Labor Code §§ 2698, et seq. (“PAGA”) regarding Defendants. This notice was also sent to the Defendants that same day via certified mail.

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

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

91. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code including, but not limited to, the following:

- a. Defendants' Failure to pay all hours in violation of the applicable Industrial Welfare Commission order and Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198;
- b. Defendants' Failure to pay the minimum wage in violation of the applicable Industrial Welfare Commission Order
- c. Defendants' Failure to pay overtime compensation in violation of Labor Code §1194 et seq.;
- d. Defendants' failure to provide accurate wage statements in violation of Labor Code § 226;

1 e. Defendants' failure to timely pay all final wages due, including upon their separation of
2 employment, in violation of Labor Code §§ 201-203; and

3 f. Defendants' failure to provide all legally required meal and rest periods in violation of
4 Industrial Welfare Commission Order No. 5 and Labor Code § 226.7 and 512, 516, 558,
5 and 1198.

6 92. California Labor Code section 1174 provides that "[e]very person employing labor in
7 this state shall ... [k]eep a record showing the names and addresses of all employees employed and the
8 ages of all minors" and "[keep, at a central location in the state or at the plants or establishments at
9 which employees are employed, payroll records showing the hours worked daily by and the wages paid
10 to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
11 employed at the respective plants or establishments..."

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

19 94. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf
20 of an employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
22 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
24 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be
27 paid to the affected employee." Labor Code section 558(c) provides "[t]he civil penalties provided for
28 in this section are in addition to any other civil or criminal penalty provided by law." Defendants, at all

times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiffs' rights by violating various sections of the California Labor Code as set forth above.

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

96. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendant, in addition to other remedies, for violations of California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 1198.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

2. For nominal damages;
3. For compensatory damages;
4. For equitable relief in the nature of declaratory relief, restitution of all monies due to Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and accounting;
5. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 210, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq. and all other applicable sections;
6. For interest accrued to date;
7. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 1194, and 2698;
8. For reasonable attorneys' fees pursuant to Labor Code §§ 218.6, 226, 226.7, 1194, and 2698; and
9. For all such other and further relief that the Court may deem just and proper.

1 DATED: February 28, 2025

LOYR, APC



By: _____

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Sandy G. Gonzalez, Esq.
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EDWARD VIGIL

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DEMAND FOR JURY TRIAL

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

DATED: February 28, 2025

LOYR, APC



By: _____

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Zachariah E. Moura, Esq.
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