

1 D.LAW, INC.  
Emil Davtyan (SBN 299363)  
2 [Emil@d.law](mailto:Emil@d.law)  
David Yeremian (SBN 226337)  
3 [d.yeremian@d.law](mailto:d.yeremian@d.law)  
Alvin B. Lindsay (SBN 220236)  
4 [a.lindsay@d.law](mailto:a.lindsay@d.law)  
Melissa Rodriguez (SBN 352716)  
5 [m.rodriguez@d.law](mailto:m.rodriguez@d.law)  
880 E Broadway  
6 Glendale, CA 91205  
Telephone: (818) 962-6465  
7 Fax: (818) 962-6469

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**04/05/2024**  
Clerk of the Court  
BY: MARK UDAN  
Deputy Clerk

**CGC-24-613709**

8 Attorneys for Plaintiff ALFONSO M. MARTINEZ, on behalf  
9 of himself and others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN FRANCISCO**

12 ALFONSO M. MARTINEZ , an individual,  
13 on behalf of himself and others similarly  
situated,

14 Plaintiff,

15 vs.

16 HUMPHRY SLOCOMBE GROUP INC., a  
California stock corporation; and DOES 1  
17 through 50

18 Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

**CLASS ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Produce Requested Records, Labor Code §§ 226 And 1198;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff ALFONSO M. MARTINEZ (hereinafter “Plaintiff”), on behalf of himself and  
2 other similarly situated non-exempt, hourly employees employed by Defendants within the state of  
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),  
4 complains of Defendants, and each of them, as follows:

### 5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of himself and all current and former  
7 Employees within the State of California who, at any time from four years prior to the filing of  
8 this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as  
9 ice cream truck drivers and in similar and in similar and related positions, by Defendants  
10 Humphry Slocombe Group, Inc., a California stock corporation; and DOES 1 through 50,  
11 inclusive (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges  
12 that Defendants, and each of them, violated various provisions of the California Labor Code,  
13 relevant orders of the Industrial Welfare Commission (“IWC”), and the California Business &  
14 Professions Code, and seeks redress for these violations.

15 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for  
16 Defendants in positions generally pertaining to selling and/or delivering ice cream to Defendants’  
17 customers. Plaintiff, and upon information and belief the other similarly situated Employees in the  
18 Class, were required to perform work tasks based out of Defendants’ warehouses and stores in  
19 California and/or would have to deliver ice cream to local stores in the San Francisco Bay area.  
20 Plaintiff was employed by Defendants as an ice cream truck driver, and Defendants tasked him  
21 with duties that included picking up orders, loading them into trucks, and delivering and dropping  
22 them off at stores.

23 3. Defendants employed other similarly situated Employees in similar and related  
24 positions based out of Defendants’ locations and facilities throughout California, including in the  
25 cities of San Francisco, California. Plaintiff and the other similarly situated Class Members  
26 worked at Defendants’ behest without being paid all wages due and without being provided all  
27 required breaks. More specifically, Plaintiff and the other similarly situated Class Members were  
28 employed by Defendants and shared similar job duties and responsibilities, were subjected to the

1 same policies and practices, and endured similar violations at Defendants' hands.

2 4. Defendants required Plaintiff and the Employees in the Class to work off the clock  
3 and failed to accurately record the hours they were on the clock, failed to pay them at the  
4 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or  
5 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage  
6 statements that prevented them from learning of these unlawful pay practices. Defendants also  
7 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were  
8 required to remain under Defendants' control and were not provided with the opportunity to take  
9 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and  
10 the applicable paragraphs of the IWC Wage Orders.

11 5. Defendant HUMPHRY SLOCOMBE GROUP INC. is a California stock  
12 corporation that lists its principal address in San Francisco, California with the California  
13 Secretary of State. It lists several corporate agents who lists addresses in San Francisco, California  
14 and in San Francisco County. Humphry Slocombe Group, Inc. ("Humphry") lists its type of  
15 business as "Ice Cream Restaurant & Retail."

16 6. The wage statements issued to Plaintiff list "Humphry Slocombe Group, LLC" and  
17 "Humphry Slocombe Ice Cream" as his employer with an address in San Francisco, California that  
18 is different from the address listed for "Humphry" with the California Secretary of State. Neither  
19 entity listed on Plaintiff's wage statements is registered as active on the California Secretary of  
20 State's website. Upon information and belief, Humphry Slocombe Group, LLC is a predecessor  
21 entity or is a sub-entity or is otherwise related to Humphry. Defendants' failure to accurately list  
22 the employer on wage statements issued to Plaintiff and the other Class members is evidence of  
23 Defendants' systematic and ongoing facial violations of Labor Code § 226(a)(8).

24 7. This Court has jurisdiction over this Action pursuant to California Code of Civil  
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought  
26 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California  
27 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district  
28 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the

1 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Francisco  
2 County and Defendants listed a principal address in San Francisco, California. Defendants also  
3 employ Class Members at locations and facilities in San Francisco County and throughout  
4 California.

5 8. The true names and capacities, whether individual, corporate, associate, or  
6 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently  
7 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of  
8 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants  
9 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in  
10 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend  
11 this Complaint to reflect the true names and capacities of the Defendants designated herein as  
12 Does 1 through 50 when their identities become known.

13 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in  
14 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried  
15 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of  
16 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in  
17 all respects as the employers or joint employers of Employees. Defendants, and each of them,  
18 exercised control over the wages, hours, or working conditions of Employees, created and  
19 implemented the policies and practices that governed the employment of Plaintiff and the Class  
20 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted  
21 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a  
22 common law employment relationship with the Employee Class Members. Therefore, Defendants,  
23 and each of them, employed or jointly employed the Employee Class Members.

#### 24 **FACTUAL BACKGROUND**

25 10. The Employees who comprise the Class, including Plaintiff, are non-exempt  
26 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission  
27 (“IWC”). During the period of four years prior to the filing of this action through its resolution,  
28 the Employee Class Members were employed by Defendants and worked in non-exempt

1 positions at the direction of Defendants in the State of California. Plaintiff and the Class  
2 Members were either not paid by Defendants for all hours worked or were not paid at the  
3 appropriate minimum, regular, and overtime rates. Plaintiff also contends that Defendants failed  
4 to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-  
5 the-clock work, uncompliant meal and rest breaks, and Defendants' failure to furnish accurate  
6 wage statements, all in violation of various provisions of the California Labor Code and  
7 applicable paragraphs of the IWC Wage Orders.

8 11. During the course of Plaintiff and the Class Members' employment with  
9 Defendants, they were not paid all wages they were owed, including for all work performed  
10 (resulting in "off the clock" work) and for all their overtime hours worked, and they were not  
11 paid at the required rates for overtime. This has resulted in systematic and ongoing violations of  
12 the California Labor Code and relevant IWC Wage Orders. Upon information and belief,  
13 Defendants employ other non-exempt, hourly employees as truck drivers, inventory persons, and  
14 in similar and related positions based out of their warehouses, facilities, and stores in California.

15 12. Plaintiff was generally scheduled to work five days per week for five to eight  
16 hours per shift, with shift times generally spanning from 7:30 a.m. through 3:30 p.m. On many  
17 occasions, Plaintiff was also required to work longer shifts with an additional hour or two of time  
18 approved by Defendants to be paid at overtime premium rates. However, Plaintiff was required  
19 by Defendants to endure substantial off-the-clock work before and after his scheduled shift hours.

20 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed  
21 in part from their unlawful timekeeping procedures. While Defendants required time punch  
22 records for shift start and end times and meal period beginning and end times, they were not  
23 recorded contemporaneously. Additionally, by deducting 30 minutes for a meal period that was  
24 generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least  
25 30 minutes of hours worked from each Employee's daily work shifts.

26 14. Defendants' managers also contacted Plaintiff by calling his personal cell phone  
27 regarding work-related matters and scheduling and would do so both throughout the work day  
28 and during breaks and also after work hours.

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.