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Attorneys for DAISY ARELLANO
 on behalf of herself and others similarly situated

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Attorneys for Defendants USA Miniso Depot, Inc., et al.

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

DAISY ARELLANO on behalf of herself and
 others similarly situated,

PLAINTIFF,

vs.

USA MINISO DEPOT, INC.; MINISO DEPOT
 CA, INC.; MINISO; MINISO DEPOT
 ARCADIA, INC.; MINISO DEPOT
 BAKERSFIELD, INC.; MINISO DEPOT
 CERRITOS, INC.; MINISO DEPOT
 DOWNEY, INC.; MINISO DEPOT
 HOLLYWOOD, INC.; MINISO DEPOT
 LAKEWOOD, INC.; MINISO DEPOT
 MORENO VALLEY, INC.; MINISO DEPOT
 PASADENA, INC.; MINISO DEPOT
 RIVERSIDE, INC.; MINISO DEPOT SANTA
 ANA, INC.; MINISO DEPOT SANTA
 MONICA, INC.; MINISO DEPOT WEST
 COVINA, INC.; MINISO DEPOT
 ALHAMBRA, LLC.; MINISO DEPOT
 BEVERLY CENTER, LLC.; MINISO DEPOT
 CHINO HILLS, LLC.; MINISO DEPOT

Case No.: 19STCV42105

CLASS ACTION

*[Assigned for all purposes to the Hon. Daniel
 J. Buckley, Dept. 1]*

**JOINT STIPULATION AND ~~PROPOSED~~
 ORDER FOR LEAVE FOR PLAINTIFF
 TO FILE A FIRST AMENDED
 COMPLAINT**

JOINT STIPULATION AND ~~PROPOSED~~ ORDER FOR LEAVE FOR PLAINTIFF TO FILE A FIRST AMENDED
 COMPLAINT

1 CULVER CITY, LLC.; MINISO DEPOT EL
2 CAJON, LLC.; MINISO DEPOT
3 ESCONDIDO, LLC.; MINISO DEPOT
4 FAIRFIELD, LLC.; MINISO DEPOT
5 HACIENDA HEIGHTS, LLC.; MINISO
6 DEPOT IRVINE SPECTRUM, LLC.; MINISO
7 DEPOT MILPITAS, LLC.; MINISO DEPOT
8 MISSION VIEJO, LLC.; MINISO DEPOT
9 NATIONAL CITY, LLC.; MINISO DEPOT
10 NEWPARK, LLC.; MINISO DEPOT PALM
11 DESERT, LLC.; MINISO DEPOT SALINAS,
12 LLC.; MINISO DEPOT SAN FRANCISCO
13 CENTRE, LLC.; MINISO DEPOT SANTA
14 BARBARA, LLC.; MINISO DEPOT SF
15 STONESTOWN, LLC.; MINISO DEPOT
16 SHERMAN OAKS, LLC.; MINISO DEPOT
17 TEMPLE CITY, LLC.; MINISO DEPOT
18 TOPANGA, LLC.; MINISO DEPOT
19 TORRANCE, LLC.; MINISO DEPOT
20 VALENCIA, LLC.; and DOES 1 to 100,
21 inclusive,

22 DEFENDANTS.

23 Plaintiff DAISY ARELLANO (“Plaintiff”) and Defendants USA MINISO DEPOT, INC.;
24 MINISO DEPOT CA, INC.; MINISO; MINISO DEPOT ARCADIA, INC.; MINISO DEPOT
25 BAKERSFIELD, INC.; MINISO DEPOT CERRITOS, INC.; MINISO DEPOT DOWNEY, INC.;
26 MINISO DEPOT HOLLYWOOD, INC.; MINISO DEPOT LAKEWOOD, INC.; MINISO DEPOT
27 MORENO VALLEY, INC.; MINISO DEPOT PASADENA, INC.; MINISO DEPOT RIVERSIDE,
28 INC.; MINISO DEPOT SANTA ANA, INC.; MINISO DEPOT SANTA MONICA, INC.; MINISO
DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.; MINISO DEPOT
BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO DEPOT CULVER
CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT ESCONDIDO, LLC.; MINISO
DEPOT FAIRFIELD, LLC.; MINISO DEPOT HACIENDA HEIGHTS, LLC.; MINISO DEPOT
IRVINE SPECTRUM, LLC.; MINISO DEPOT MILPITAS, LLC.; MINISO DEPOT MISSION
VIEJO, LLC.; MINISO DEPOT NATIONAL CITY, LLC.; MINISO DEPOT NEWPARK, LLC.;
MINISO DEPOT PALM DESERT, LLC.; MINISO DEPOT SALINAS, LLC.; MINISO DEPOT
SAN FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA BARBARA, LLC.; MINISO
DEPOT SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN OAKS, LLC.; MINISO DEPOT
TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.; MINISO DEPOT TORRANCE, LLC.;

1 MINISO DEPOT VALENCIA, LLC. (“Defendants”) jointly request that the Court permit Plaintiff to
2 file a First Amended Complaint to add a cause of action alleging (1) civil penalties pursuant to the
3 Private Attorneys General Act of 2004, Labor Code Section 2698, et seq. (See Ex. 1, redlined version
4 of the First Amended Complaint.)

5 The basis for the request to file the First Amended Complaint is as follows:

6 WHEREAS, on November 22, 2019, Plaintiff ARELLANO filed this class action lawsuit
7 alleging that Defendants (1) failed to pay wages for all time worked at minimum wage in violation of
8 Labor Code sections 1194 and 1197; (2) failed to pay proper overtime wages for daily overtime hours
9 works and all hours worked in violation of Labor Code sections 510, 1194, and 1198; (3) failed to
10 authorize or permit meal periods in violation of Labor Code sections 512 and 226.7; (4) failed to
11 authorize or permit rest periods in violation of Labor Code section 226.7; (5) failed to adequately
12 indemnify employees for employment-related losses/expenditures in violation of Labor Code section
13 2802; (6) failed to provide complete and accurate wage statements in violation of Labor Code section
14 226; (7) failed to timely pay all earned wages and final paychecks due at time of separation of
15 employment in violation of Labor Code sections 201, 202, and 203; and (8) engaged in unfair business
16 practices, in violation of Business and Professions Code sections 17200, et seq. (“Arellano Class
17 Action”).

18 WHEREAS, on January 6, 2020, Plaintiff CORONA filed notice with the Labor and
19 Workforce Development Agency (“LWDA”) and provided notice to Defendants by certified mail
20 which provided notice of the specific provisions of the Labor Code alleged to have been violated,
21 including the facts and theories to support the violations alleged.

22 WHEREAS, the LWDA failed to provide the parties notice within 60 days of the date of
23 plaintiff CORONA’s letter that the LWDA intends to investigate Plaintiff CORONA’s claims.

24 WHEREAS, on March 5, 2020, Plaintiff CORONA filed an action under the Private Attorneys
25 General Act of 2004 (PAGA) against the same Defendants seeking civil penalties based on allegations
26 that Defendants failed to pay wages for all hours worked at minimum wage, failed to pay wages for
27 all hours worked at employees’ overtime rate of pay, failed to authorize or permit meal periods, failed
28 to authorize or permit rest periods, failed to provide complete and accurate wage statements, and

1 failed to timely pay all earned wages and final paychecks due at time of separation of employment
2 (“Corona PAGA Action”). The PAGA Action is pending in the Los Angeles Superior Court, Central
3 District, Case Number 20STCV09223.

4 WHEREAS, on September 9, 2021, the Parties to the Arellano Class Action and the Corona
5 PAGA Action attended a private mediation session with the Honorable Carl J. West (Ret.) which
6 resulted in a class and representative wide settlement which if approved by the Court will resolve
7 both actions in their entirety.

8 WHEREAS, in order to effectuate the terms of the settlement, the Parties agreed that Plaintiff
9 ARELLANO will file a First Amended Complaint adding plaintiff Corona and her cause of action
10 pursuant to PAGA as alleged in the Corona PAGA Action. (See Ex. 1, redlined version of the First
11 Amended Complaint.)

12 **STIPULATION**

13 WHEREFORE the Parties, by and through their attorneys of record, stipulate that:

14 1. Plaintiff Arellano has leave to file, separate from this stipulation and order, the First
15 Amended Complaint in the form of Exhibit 1 to add plaintiff Corona and her cause of action pursuant
16 to PAGA as alleged in the Corona PAGA Action; and

17 2. For purposes of the statutes of limitations applicable to plaintiff Corona’s claims
18 alleged in the original Complaint in the PAGA Action on March 5, 2020 and added to this action by
19 the First Amended Complaint, the First Amended Complaint shall relate back to the Complaint filed
20 in the PAGA Action on March 5, 2020.

21
22 Dated: March 15, 2022

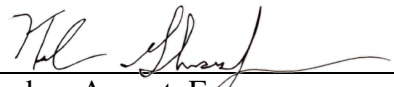
Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By: 
Joseph Lavi, Esq.
25 Vincent C. Granberry, Esq.
26 Melissa A. Huether, Esq.

27 Attorneys for Plaintiff
Daisy Arellano, on behalf of herself
28 and others similarly situated

1 Dated: March 11, 2022

Respectfully submitted,
BURKE, WILLIAMS & SORESENSEN, LLP

2
3 By: 
4 Daphne Anneet, Esq.
Dhruva Neel Ghanshyam, Esq.

5 Attorneys for Defendants USA Miniso Depot,
6 Inc., et al.

~~PROPOSED~~ ORDER

Based on the stipulation of the Parties and good cause having been shown, the Court orders as follows:

1. Plaintiff Arellano has leave to file, separate from this stipulation and order, the First Amended Complaint in the form of Exhibit 1 to add plaintiff Corona and her cause of action pursuant to PAGA as alleged in the Corona PAGA Action; and

2. For purposes of the statutes of limitations applicable to plaintiff Corona's claims alleged in the original Complaint in the PAGA Action on March 5, and added to this action by the First Amended Complaint, the First Amended Complaint shall relate back to the Complaint filed in the PAGA Action on March 5, 2020.

IT IS SO ORDERED.

DATED: 03/28/2022



Daniel J. Buckley

HONORABLE DANIEL J. BUCKLEY

Daniel J. Buckley / Judge

Exhibit 1

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Attorneys for ~~Plaintiff~~Plaintiffs DAISY ARELLANO and STEPHANIE CORONA
on behalf of ~~herself~~themselves and others similarly situated

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

DAISY ARELLANO on behalf of herself and
others similarly situated.

~~PLAINTIFF~~PLAINTIFFS,

vs.

USA MINISO DEPOT, INC.; MINISO DEPOT
CA, INC.; MINISO; MINISO DEPOT
ARCADIA, INC.; MINISO DEPOT
BAKERSFIELD, INC.; MINISO DEPOT
CERRITOS, INC.; MINISO DEPOT DOWNEY,
INC.; MINISO DEPOT HOLLYWOOD, INC.;
MINISO DEPOT LAKEWOOD, INC.; MINISO
DEPOT MORENO VALLEY, INC.; MINISO
DEPOT PASADENA, INC.; MINISO DEPOT
RIVERSIDE, INC.; MINISO DEPOT SANTA
ANA, INC.; MINISO DEPOT SANTA
MONICA, INC.; MINISO DEPOT WEST
COVINA, INC.; MINISO DEPOT
ALHAMBRA, LLC.; MINISO DEPOT
BEVERLY CENTER, LLC.; MINISO DEPOT
CHINO HILLS, LLC.; MINISO DEPOT
CULVER CITY, LLC.; MINISO DEPOT EL
CAJON, LLC.; MINISO DEPOT ESCONDIDO,
LLC.; MINISO DEPOT FAIRFIELD, LLC.;
MINISO DEPOT HACIENDA HEIGHTS,
LLC.; MINISO DEPOT IRVINE SPECTRUM,
LLC.; MINISO DEPOT MILPITAS, LLC.;
MINISO DEPOT MISSION VIEJO, LLC.;
MINISO DEPOT NATIONAL CITY, LLC.;

Case No.: 19STCV42105

CLASS ACTION

**PLAINTIFF DAISY
ARELLANO'S PLAINTIFFS DAISY
ARELLANO AND STEPHANIE
CORONA'S FIRST AMENDED
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL TIME WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY PROPER OVERTIME WAGES FOR DAILY OVERTIME HOURS WORKED AND ALL HOURS WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR**

MINISO DEPOT NEWPARK, LLC.; MINISO DEPOT PALM DESERT, LLC.; MINISO DEPOT SALINAS, LLC.; MINISO DEPOT SAN FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA BARBARA, LLC.; MINISO DEPOT SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN OAKS, LLC.; MINISO DEPOT TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.; MINISO DEPOT TORRANCE, LLC.; MINISO DEPOT VALENCIA, LLC.; and DOES 1 to 200, Inclusive.

DEFENDANTS.

PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7

5. **FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.**
9. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, et seq.**
9. **DEMAND FOR JURY TRIAL**

NOW ~~COMES Plaintiff~~COME Plaintiffs DAISY ARELLANO (~~“Plaintiff~~and STEPHANIE CORONA (“Plaintiffs”)), who ~~alleges~~allege and ~~complains~~complain against Defendants USA MINISO DEPOT, INC.; MINISO DEPOT CA, INC.; MINISO; MINISO DEPOT ARCADIA, INC.; MINISO DEPOT BAKERSFIELD, INC.; MINISO DEPOT CERRITOS, INC.; MINISO DEPOT DOWNEY, INC.; MINISO DEPOT HOLLYWOOD, INC.; MINISO DEPOT LAKEWOOD, INC.; MINISO DEPOT MORENO VALLEY, INC.; MINISO DEPOT PASADENA, INC.; MINISO

1 DEPOT RIVERSIDE, INC.; MINISO DEPOT SANTA ANA, INC.; MINISO DEPOT SANTA
2 MONICA, INC.; MINISO DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.;
3 MINISO DEPOT BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO
4 DEPOT CULVER CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT
5 ESCONDIDO, LLC.; MINISO DEPOT FAIRFIELD, LLC.; MINISO DEPOT HACIENDA
6 HEIGHTS, LLC.; MINISO DEPOT IRVINE SPECTRUM, LLC.; MINISO DEPOT MILPITAS,
7 LLC.; MINISO DEPOT MISSION VIEJO, LLC.; MINISO DEPOT NATIONAL CITY, LLC.;
8 MINISO DEPOT NEWPARK, LLC.; MINISO DEPOT PALM DESERT, LLC.; MINISO DEPOT
9 SALINAS, LLC.; MINISO DEPOT SAN FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA
10 BARBARA, LLC.; MINISO DEPOT SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN
11 OAKS, LLC.; MINISO DEPOT TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.;
12 MINISO DEPOT TORRANCE, LLC.; MINISO DEPOT VALENCIA, LLC.; and DOES 1 to 200,
13 Inclusive, (hereinafter, collectively referred to as “Defendants” or “DEFENDANTS”), as follows:

14 **I. INTRODUCTION**

15 1. This is a class action lawsuit seeking unpaid wages and interest thereon due to
16 Defendants’ failure to pay for all hours worked at minimum wage and overtime hours worked at the
17 overtime rate of pay; failure to authorize or permit legally compliant meal periods or pay meal period
18 premium wages; failure to authorize or permit legally compliant rest periods or pay rest period
19 premium wages; indemnification for employment-related expenditures; statutory penalties for failure
20 to provide accurate wage statements; waiting time penalties in the form of continuation wages for
21 failure to timely pay employees all wages due upon separation of employment; injunctive relief and
22 other equitable relief; reasonable attorney’s fees pursuant to California Labor Code sections 226(e)
23 and 1194; costs; and interest brought on behalf of PlaintiffPlaintiffs and others similarly situated.

24 **II. JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over Plaintiff’sPlaintiffs’ and the Class Members’ claims
26 for unpaid wages for all hours worked at the minimum wage and/or applicable overtime rates of pay;
27 Defendants’ failure to authorize or permit legally compliant meal periods; Defendants’ failure to
28 authorize or permit legally compliant rest periods; indemnification for employment-related

1 expenditures; statutory penalties for failure to provide accurate wage statements; waiting time
2 penalties in the form of continuation wages for failure to timely pay employees all wages due upon
3 separation of employment; injunctive relief and restitution under California Business & Professions
4 Code section 17200 *et seq.* for the following reasons: ~~Plaintiff's~~Plaintiffs' lawsuit seeks permanent
5 injunction and damages for ~~herself~~themselves and the Class Members in excess of \$25,000; more
6 than two-thirds of the putative class members are California citizens; the principal violations of
7 California law occurred in California; Defendants employed ~~Plaintiff~~Plaintiffs DAISY ARELLANO,
8 STEPHANIE CORONA and/or the putative class members in numerous locations throughout
9 California including but not limited to Los Angeles County, at 6922 Hollywood Blvd., Los Angeles,
10 CA 90028; the conduct of Defendants forms a significant basis for ~~Plaintiff's~~Plaintiffs' and the Class
11 Members' claims; and ~~Plaintiffs and~~Plaintiffs and the Class Members seek significant relief from
12 Defendants.

13 **III. PARTIES**

14 2. ~~Plaintiff brings~~Plaintiffs bring this action on behalf of ~~herself~~themselves and other
15 members of the general public similarly-situated working as hourly employees for Defendants. The
16 named ~~Plaintiff~~Plaintiffs and the class of persons on whose behalf this action is filed are current,
17 former and/or future employees of Defendants who worked, work, or will work for Defendants as
18 non-exempt hourly employees in California. At all times mentioned herein, the currently named
19 ~~Plaintiff is~~Plaintiffs are and ~~was~~were domiciled and residents and citizens of California and were
20 employed by Defendants in a non-exempt, hourly position within the 4 years prior to the filing of the
21 complaint.

22 3. At all times mentioned herein, Defendants employed ~~Plaintiff~~Plaintiffs as hourly ~~an~~,
23 non-exempt ~~employee~~employees.

24 4. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and, on that basis, allege that
25 Defendants employed ~~Plaintiff~~Plaintiffs and other hourly, non-exempt employees throughout the
26 State of California and therefore its conduct forms a significant basis of the claims asserted in this
27 matter.

28 5. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that

1 Defendant MINISO DEPOT ARCADIA, INC. is a California corporation authorized to do business
2 within the State of California, and is doing business in the State of California and/or that Defendants
3 DOES 1-5 are/were at all times relevant persons acting on behalf of MINISO DEPOT ARCADIA,
4 INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
5 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
6 ~~believes~~believe and thereon allege that MINISO DEPOT ARCADIA, INC. is a California citizen as
7 a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
8 informed and ~~believes~~believe and thereon allege that MINISO DEPOT ARCADIA, INC. was
9 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
10 non-exempt employees to work and exercised control over the wages, hours and working conditions
11 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
12 prior to the filing of the complaint.

13 6. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
14 Defendant MINISO DEPOT BAKERSFIELD, INC. is a California corporation authorized to do
15 business within the State of California, and is doing business in the State of California and/or that
16 Defendants DOES 6-10 are/were at all times relevant persons acting on behalf of MINISO DEPOT
17 BAKERSFIELD, INC. who violated or caused to be violated provisions of the Labor Code and/or the
18 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
19 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT BAKERSFIELD, INC. is
20 a California citizen as a California corporation with its primary place of business in California.
21 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
22 BAKERSFIELD, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
23 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
24 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
25 non-exempt employees during the 4 years prior to the filing of the complaint.

26 7. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
27 Defendant MINISO DEPOT CERRITOS, INC. is a California corporation authorized to do business
28 within the State of California, and is doing business in the State of California and/or that Defendants

DOES 11-15 are/were at all times relevant persons acting on behalf of MINISO DEPOT CERRITOS, INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT CERRITOS, INC. is a California citizen as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT CERRITOS, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

8. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant MINISO DEPOT DOWNEY, INC. is a California corporation authorized to do business within the State of California, and is doing business in the State of California and/or that Defendants DOES 16-20 are/were at all times relevant persons acting on behalf of MINISO DEPOT DOWNEY, INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT DOWNEY, INC. is a California citizen as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT DOWNEY, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

9. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant MINISO DEPOT HOLLYWOOD, INC. is a California corporation authorized to do business within the State of California, and is doing business in the State of California and/or that Defendants DOES 21-25 are/were at all times relevant persons acting on behalf of MINISO DEPOT HOLLYWOOD, INC. who violated or caused to be violated provisions of the Labor Code and/or the

1 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
2 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT HOLLYWOOD, INC. is
3 a California citizen as a California corporation with its primary place of business in California.
4 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
5 HOLLYWOOD, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
6 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
7 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
8 non-exempt employees during the 4 years prior to the filing of the complaint.

9 ~~Plaintiff is~~///

10 10. Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant
11 MINISO DEPOT LAKEWOOD, INC. is a California corporation authorized to do business within
12 the State of California, and is doing business in the State of California and/or that Defendants DOES
13 26-30 are/were at all times relevant persons acting on behalf of MINISO DEPOT LAKEWOOD,
14 INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
15 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
16 ~~believes~~believe and thereon allege that MINISO DEPOT LAKEWOOD, INC. is a California citizen
17 as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
18 informed and ~~believes~~and believe thereon allege that MINISO DEPOT LAKEWOOD, INC. was
19 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
20 non-exempt employees to work and exercised control over the wages, hours and working conditions
21 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
22 prior to the filing of the complaint.

23 11. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
24 Defendant MINISO DEPOT MORENO VALLEY, INC. is a California corporation authorized to do
25 business within the State of California, and is doing business in the State of California and/or that
26 Defendants DOES 31-35 are/were at all times relevant persons acting on behalf of MINISO DEPOT
27 MORENO VALLEY, INC. who violated or caused to be violated provisions of the Labor Code and/or
28 the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~

1 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT MORENO
2 VALLEY, INC. is a California citizen as a California corporation with its primary place of business
3 in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
4 DEPOT MORENO VALLEY, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
5 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
6 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
7 non-exempt employees during the 4 years prior to the filing of the complaint.

8 12. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
9 Defendant MINISO DEPOT PASADENA, INC. is a California corporation authorized to do business
10 within the State of California, and is doing business in the State of California and/or that Defendants
11 DOES 36-40 are/were at all times relevant persons acting on behalf of MINISO DEPOT
12 PASADENA, INC. who violated or caused to be violated provisions of the Labor Code and/or the
13 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
14 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT PASADENA, INC. is a
15 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
16 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT PASADENA,
17 INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
18 situated non-exempt employees to work and exercised control over the wages, hours and working
19 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during
20 the 4 years prior to the filing of the complaint.

21 13. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
22 Defendant MINISO DEPOT RIVERSIDE, INC. is a California corporation authorized to do business
23 within the State of California, and is doing business in the State of California and/or that Defendants
24 DOES 41-45 are/were at all times relevant persons acting on behalf of MINISO DEPOT RIVERSIDE,
25 INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
26 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
27 ~~believes~~believe and thereon allege that MINISO DEPOT RIVERSIDE, INC. is a California citizen
28 as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are

1 informed and ~~believes~~believe and thereon allege that MINISO DEPOT RIVERSIDE, INC. was
2 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
3 non-exempt employees to work and exercised control over the wages, hours and working conditions
4 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
5 prior to the filing of the complaint.

6 14. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
7 Defendant MINISO DEPOT SANTA ANA, INC. is a California corporation authorized to do
8 business within the State of California, and is doing business in the State of California and/or that
9 Defendants DOES 46-50 are/were at all times relevant persons acting on behalf of MINISO DEPOT
10 SANTA ANA, INC. who violated or caused to be violated provisions of the Labor Code and/or the
11 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
12 are informed and believe and believes and thereon allege that MINISO DEPOT SANTA ANA, INC.
13 is a California citizen as a California corporation with its primary place of business in California.
14 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
15 SANTA ANA, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs
16 and similarly situated non-exempt employees to work and exercised control over the wages, hours
17 and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt
18 employees during the 4 years prior to the filing of the complaint.

19 15. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
20 Defendant MINISO DEPOT SANTA MONICA, INC. is a California corporation authorized to do
21 business within the State of California, and is doing business in the State of California and/or that
22 Defendants DOES 51-55 are/were at all times relevant persons acting on behalf of MINISO DEPOT
23 SANTA MONICA, INC. who violated or caused to be violated provisions of the Labor Code and/or
24 the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
25 isPlaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT SANTA
26 MONICA, INC. is a California citizen as a California corporation with its primary place of business
27 in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
28 DEPOT SANTA MONICA, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted

1 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
2 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
3 non-exempt employees during the 4 years prior to the filing of the complaint.

4 16. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
5 Defendant MINISO DEPOT WEST COVINA, INC. is a California corporation authorized to do
6 business within the State of California, and is doing business in the State of California and/or that
7 Defendants DOES 56-60 are/were at all times relevant persons acting on behalf of MINISO DEPOT
8 WEST COVINA, INC. who violated or caused to be violated provisions of the Labor Code and/or
9 the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
10 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT WEST
11 COVINA, INC. is a California citizen as a California corporation with its primary place of business
12 in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
13 DEPOT WEST COVINA, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
14 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
15 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
16 non-exempt employees during the 4 years prior to the filing of the complaint.

17 17. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
18 Defendant MINISO DEPOT ALHAMBRA, LLC is a California corporation authorized to do
19 business within the State of California, and is doing business in the State of California and/or that
20 Defendants DOES 61-65 are/were at all times relevant persons acting on behalf of MINISO DEPOT
21 ALHAMBRA, LLC who violated or caused to be violated provisions of the Labor Code and/or the
22 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
23 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT ALHAMBRA, LLC is a
24 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
25 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT ALHAMBRA,
26 LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
27 situated non-exempt employees to work and exercised control over the wages, hours and working
28 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during

1 the 4 years prior to the filing of the complaint.

2 18. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
3 Defendant MINISO DEPOT BEVERLY CENTER, LLC is a California corporation authorized to do
4 business within the State of California, and is doing business in the State of California and/or that
5 Defendants DOES 66-70 are/were at all times relevant persons acting on behalf of MINISO DEPOT
6 BEVERLY CENTER, LLC who violated or caused to be violated provisions of the Labor Code and/or
7 the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
8 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT BEVERLY
9 CENTER, LLC is a California citizen as a California corporation with its primary place of business
10 in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
11 DEPOT BEVERLY CENTER, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
12 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
13 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
14 non-exempt employees during the 4 years prior to the filing of the complaint.

15 19. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
16 Defendant MINISO DEPOT CHINO HILLS, LLC is a California corporation authorized to do
17 business within the State of California, and is doing business in the State of California and/or that
18 Defendants DOES 71-75 are/were at all times relevant persons acting on behalf of MINISO DEPOT
19 CHINO HILLS, LLC who violated or caused to be violated provisions of the Labor Code and/or the
20 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
21 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT CHINO HILLS, LLC is a
22 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
23 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT CHINO
24 HILLS, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and
25 similarly situated non-exempt employees to work and exercised control over the wages, hours and
26 working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees
27 during the 4 years prior to the filing of the complaint.

28 20. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that

1 Defendant MINISO DEPOT CULVER CITY, LLC is a California corporation authorized to do
2 business within the State of California, and is doing business in the State of California and/or that
3 Defendants DOES 76-80 are/were at all times relevant persons acting on behalf of MINISO DEPOT
4 CULVER CITY, LLC who violated or caused to be violated provisions of the Labor Code and/or the
5 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
6 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT CULVER CITY, LLC is
7 a California citizen as a California corporation with its primary place of business in California.
8 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
9 CULVER CITY, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
10 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
11 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
12 non-exempt employees during the 4 years prior to the filing of the complaint.

13 21. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
14 Defendant MINISO DEPOT EL CAJON, LLC is a California corporation authorized to do business
15 within the State of California, and is doing business in the State of California and/or that Defendants
16 DOES 81-85 are/were at all times relevant persons acting on behalf of MINISO DEPOT EL CAJON,
17 LLC who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
18 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
19 ~~believes~~believe and thereon allege that MINISO DEPOT EL CAJON, LLC is a California citizen as
20 a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
21 informed and ~~believes~~believe and thereon allege that MINISO DEPOT EL CAJON, LLC was
22 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
23 non-exempt employees to work and exercised control over the wages, hours and working conditions
24 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
25 prior to the filing of the complaint.

26 22. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
27 Defendant MINISO DEPOT ESCONDIDO, LLC is a California corporation authorized to do
28 business within the State of California, and is doing business in the State of California and/or that

1 Defendants DOES 86-90 are/were at all times relevant persons acting on behalf of MINISO DEPOT
2 ESCONDIDO, LLC who violated or caused to be violated provisions of the Labor Code and/or the
3 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
4 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT ESCONDIDO, LLC is a
5 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
6 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
7 ESCONDIDO, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs
8 and similarly situated non-exempt employees to work and exercised control over the wages, hours
9 and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt
10 employees during the 4 years prior to the filing of the complaint.

11 23. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
12 Defendant MINISO DEPOT FAIRFIELD, LLC is a California corporation authorized to do business
13 within the State of California, and is doing business in the State of California and/or that Defendants
14 DOES 91-95 are/were at all times relevant persons acting on behalf of MINISO DEPOT FAIRFIELD,
15 LLC who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
16 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
17 ~~believes~~believe and thereon allege that MINISO DEPOT FAIRFIELD, LLC is a California citizen as
18 a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
19 informed and ~~believes~~believe and thereon allege that MINISO DEPOT FAIRFIELD, LLC was
20 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
21 non-exempt employees to work and exercised control over the wages, hours and working conditions
22 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
23 prior to the filing of the complaint.

24 24. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
25 Defendant MINISO DEPOT HACIENDA HEIGHTS, LLC is a California corporation authorized to
26 do business within the State of California, and is doing business in the State of California and/or that
27 Defendants DOES 96-100 are/were at all times relevant persons acting on behalf of MINISO DEPOT
28 HACIENDA HEIGHTS, LLC who violated or caused to be violated provisions of the Labor Code

1 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
2 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT HACIENDA
3 HEIGHTS, LLC is a California citizen as a California corporation with its primary place of business
4 in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
5 DEPOT HACIENDA HEIGHTS, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
6 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
7 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
8 non-exempt employees during the 4 years prior to the filing of the complaint.

9 25. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
10 Defendant MINISO DEPOT IRVINE SPECTRUM, LLC is a California corporation authorized to do
11 business within the State of California, and is doing business in the State of California and/or that
12 Defendants DOES 101-105 are/were at all times relevant persons acting on behalf of MINISO
13 DEPOT IRVINE SPECTRUM, LLC who violated or caused to be violated provisions of the Labor
14 Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work.
15 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
16 IRVINE SPECTRUM, LLC is a California citizen as a California corporation with its primary place
17 of business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege
18 that MINISO DEPOT IRVINE SPECTRUM, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered
19 and permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised
20 control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and
21 similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

22 26. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
23 Defendant MINISO DEPOT MILPITAS, LLC is a California corporation authorized to do business
24 within the State of California, and is doing business in the State of California and/or that Defendants
25 DOES 106-110 are/were at all times relevant persons acting on behalf of MINISO DEPOT
26 MILPITAS, LLC who violated or caused to be violated provisions of the Labor Code and/or the
27 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
28 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT MILPITAS, LLC is a

1 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
2 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT MILPITAS,
3 LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
4 situated non-exempt employees to work and exercised control over the wages, hours and working
5 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during
6 the 4 years prior to the filing of the complaint.

7 27. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
8 Defendant MINISO DEPOT MISSION VIEJO, LLC is a California corporation authorized to do
9 business within the State of California, and is doing business in the State of California and/or that
10 Defendants DOES 111-115 are/were at all times relevant persons acting on behalf of MINISO
11 DEPOT MISSION VIEJO, LLC who violated or caused to be violated provisions of the Labor Code
12 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
13 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT MISSION
14 VIEJO, LLC is a California citizen as a California corporation with its primary place of business in
15 California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
16 DEPOT MISSION VIEJO, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
17 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
18 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
19 non-exempt employees during the 4 years prior to the filing of the complaint.

20 28. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
21 Defendant MINISO DEPOT NATIONAL CITY, LLC is a California corporation authorized to do
22 business within the State of California, and is doing business in the State of California and/or that
23 Defendants DOES 116-120 are/were at all times relevant persons acting on behalf of MINISO
24 DEPOT NATIONAL CITY, LLC who violated or caused to be violated provisions of the Labor Code
25 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
26 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT NATIONAL
27 CITY, LLC is a California citizen as a California corporation with its primary place of business in
28 California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO

1 DEPOT NATIONAL CITY, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
2 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
3 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
4 non-exempt employees during the 4 years prior to the filing of the complaint.

5 29. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
6 Defendant MINISO DEPOT NEWPARK, LLC is a California corporation authorized to do business
7 within the State of California, and is doing business in the State of California and/or that Defendants
8 DOES 121-125 are/were at all times relevant persons acting on behalf of MINISO DEPOT
9 NEWPARK, LLC who violated or caused to be violated provisions of the Labor Code and/or the
10 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
11 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT NEWPARK, LLC is a
12 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
13 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT NEWPARK,
14 LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
15 situated non-exempt employees to work and exercised control over the wages, hours and working
16 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during
17 the 4 years prior to the filing of the complaint.

18 30. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
19 Defendant MINISO DEPOT PALM DESERT, LLC is a California corporation authorized to do
20 business within the State of California, and is doing business in the State of California and/or that
21 Defendants DOES 126-130 are/were at all times relevant persons acting on behalf of MINISO
22 DEPOT PALM DESERT, LLC who violated or caused to be violated provisions of the Labor Code
23 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
24 ~~is~~Plaintiffs are informed and believe and thereon allege that MINISO DEPOT PALM DESERT, LLC
25 is a California citizen as a California corporation with its primary place of business in California.
26 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT
27 PALM DESERT, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
28 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over

1 the wages, hours and working conditions of ~~Plaintiff~~Plaintiffs and similarly situated
2 non-exempt employees during the 4 years prior to the filing of the complaint.

3 31. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
4 Defendant MINISO DEPOT SALINAS, LLC is a California corporation authorized to do business
5 within the State of California, and is doing business in the State of California and/or that Defendants
6 DOES 131-135 are/were at all times relevant persons acting on behalf of MINISO DEPOT SALINAS,
7 LLC who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
8 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
9 ~~believes~~believe and thereon allege that MINISO DEPOT SALINAS, LLC is a California citizen as a
10 California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
11 informed and ~~believes~~believe and thereon allege that MINISO DEPOT SALINAS, LLC was
12 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
13 non-exempt employees to work and exercised control over the wages, hours and working conditions
14 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
15 prior to the filing of the complaint.

16 32. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
17 Defendant MINISO DEPOT SAN FRANCISCO CENTRE, LLC is a California corporation
18 authorized to do business within the State of California, and is doing business in the State of California
19 and/or that Defendants DOES 136-140 are/were at all times relevant persons acting on behalf of
20 MINISO DEPOT SAN FRANCISCO CENTRE, LLC who violated or caused to be violated
21 provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating
22 hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege
23 that MINISO DEPOT SAN FRANCISCO CENTRE, LLC is a California citizen as a California
24 corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are informed and
25 ~~believes~~believe and thereon allege that MINISO DEPOT SAN FRANCISCO CENTRE, LLC was
26 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
27 non-exempt employees to work and exercised control over the wages, hours and working conditions
28 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years

1 prior to the filing of the complaint.

2 ~~Plaintiff is~~///

3 ///

4 33. Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant
5 MINISO DEPOT SANTA BARBARA, LLC is a California corporation authorized to do business
6 within the State of California, and is doing business in the State of California and/or that Defendants
7 DOES 141-145 are/were at all times relevant persons acting on behalf of MINISO DEPOT SANTA
8 BARBARA, LLC who violated or caused to be violated provisions of the Labor Code and/or the
9 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
10 are informed and believe and thereon allege that MINISO DEPOT SANTA BARBARA, LLC is a
11 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
12 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT SANTA
13 BARBARA, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs
14 and similarly situated non-exempt employees to work and exercised control over the wages, hours
15 and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt
16 employees during the 4 years prior to the filing of the complaint.

17 34. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
18 Defendant MINISO DEPOT SF STONESTOWN, LLC is a California corporation authorized to do
19 business within the State of California, and is doing business in the State of California and/or that
20 Defendants DOES 146-150 are/were at all times relevant persons acting on behalf of MINISO
21 DEPOT SF STONESTOWN, LLC who violated or caused to be violated provisions of the Labor
22 Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work.
23 ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT SF
24 STONESTOWN, LLC is a California citizen as a California corporation with its primary place of
25 business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
26 MINISO DEPOT SF STONESTOWN, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and
27 permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised
28 control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and

1 similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

2 35. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
3 Defendant MINISO DEPOT SHERMAN OAKS, LLC is a California corporation authorized to do
4 business within the State of California, and is doing business in the State of California and/or that
5 Defendants DOES 151-155 are/were at all times relevant persons acting on behalf of MINISO
6 DEPOT SHERMAN OAKS, LLC who violated or caused to be violated provisions of the Labor Code
7 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
8 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT SHERMAN
9 OAKS, LLC is a California citizen as a California corporation with its primary place of business in
10 California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
11 DEPOT SHERMAN OAKS, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
12 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
13 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
14 non-exempt employees during the 4 years prior to the filing of the complaint.

15 36. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
16 Defendant MINISO DEPOT TEMPLE CITY, LLC is a California corporation authorized to do
17 business within the State of California, and is doing business in the State of California and/or that
18 Defendants DOES 156-160 are/were at all times relevant persons acting on behalf of MINISO
19 DEPOT TEMPLE CITY, LLC who violated or caused to be violated provisions of the Labor Code
20 and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff~~
21 ~~is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT TEMPLE
22 CITY, LLC is a California citizen as a California corporation with its primary place of business in
23 California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO
24 DEPOT TEMPLE CITY, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted
25 ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over
26 the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated
27 non-exempt employees during the 4 years prior to the filing of the complaint.

28 37. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that

1 Defendant MINISO DEPOT TOPANGA, LLC is a California corporation authorized to do business
2 within the State of California, and is doing business in the State of California and/or that Defendants
3 DOES 161-165 are/were at all times relevant persons acting on behalf of MINISO DEPOT
4 TOPANGA, LLC who violated or caused to be violated provisions of the Labor Code and/or the
5 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
6 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT TOPANGA, LLC is a
7 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
8 isPlaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT TOPANGA,
9 LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
10 situated non-exempt employees to work and exercised control over the wages, hours and working
11 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during
12 the 4 years prior to the filing of the complaint.

13 38. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
14 Defendant MINISO DEPOT TORRANCE, LLC is a California corporation authorized to do business
15 within the State of California, and is doing business in the State of California and/or that Defendants
16 DOES 166-170 are/were at all times relevant persons acting on behalf of MINISO DEPOT
17 TORRANCE, LLC who violated or caused to be violated provisions of the Labor Code and/or the
18 Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs
19 are informed and ~~believes~~believe and thereon allege that MINISO DEPOT TORRANCE, LLC is a
20 California citizen as a California corporation with its primary place of business in California. ~~Plaintiff~~
21 isPlaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT TORRANCE,
22 LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly
23 situated non-exempt employees to work and exercised control over the wages, hours and working
24 conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during
25 the 4 years prior to the filing of the complaint.

26 39. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
27 Defendant MINISO DEPOT VALENCIA, LLC is a California corporation authorized to do business
28 within the State of California, and is doing business in the State of California and/or that Defendants

DOES 171-175 are/were at all times relevant persons acting on behalf of MINISO DEPOT VALENCIA, LLC who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs ~~are~~ informed and ~~believes~~believe and thereon allege that MINISO DEPOT VALENCIA, LLC is a California citizen as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that MINISO DEPOT VALENCIA, LLC was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

40. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant USA MINISO DEPOT, INC. is a California corporation authorized to do business within the State of California, and is doing business in the State of California and/or that Defendants DOES 176-180 are/were at all times relevant persons acting on behalf of USA MINISO DEPOT, INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that USA MINISO DEPOT, INC. is a California citizen as a California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that USA MINISO DEPOT, INC. was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees to work and exercised control over the wages, hours and working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

41. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that Defendant MINISO DEPOT CA, INC. is a California corporation authorized to do business within the State of California, and is doing business in the State of California and/or that Defendants DOES 181-185 are/were at all times relevant persons acting on behalf of MINISO DEPOT CA, INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare

1 Commission's wage orders regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and
2 ~~believes~~believe and thereon allege that MINISO DEPOT CA, INC. is a California citizen as a
3 California corporation with its primary place of business in California. ~~Plaintiff is~~Plaintiffs are
4 informed and ~~believes~~believe and thereon allege that MINISO DEPOT CA, INC. was
5 ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and similarly situated
6 non-exempt employees to work and exercised control over the wages, hours and working conditions
7 of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees during the 4 years
8 prior to the filing of the complaint.

9 42. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
10 Defendant MINISO is a California corporation authorized to do business within the State of
11 California, and is doing business in the State of California and/or that Defendants DOES 186-190
12 are/were at all times relevant persons acting on behalf of MINISO who violated or caused to be
13 violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders
14 regulating hours and days of work. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon
15 allege that MINISO is a California citizen as a California corporation with its primary place of
16 business in California. ~~Plaintiff is~~Plaintiffs are informed and ~~believes~~believe and thereon allege that
17 MINISO was ~~Plaintiff's~~Plaintiffs' employer and suffered and permitted ~~Plaintiff~~Plaintiffs and
18 similarly situated non-exempt employees to work and exercised control over the wages, hours and
19 working conditions of employment of ~~Plaintiff~~Plaintiffs and similarly situated non-exempt employees
20 during the 4 years prior to the filing of the complaint.

21 43. In California, Defendants operate at least thirty-six locations located in California
22 including Arcadia, Bakersfield, Cerritos, Downey, Hollywood, Lakewood, Moreno Valley, Pasadena,
23 Riverside, Santa Ana, Santa Monica, West Covina, Alhambra, Beverly Center, Chino Hills, Culver
24 City, El Cajon, Escondido, Fairfield, Hacienda Heights, Irvine Spectrum, Milpitas, Mission Viejo,
25 National City, Newpark, Palm Desert, Salinas, San Francisco Centre, Santa Barbara, SF Stonestown,
26 Sherman Oaks, Temple City, Topanga, Torrance, and Valencia. Relatedly, the MINISO website
27 contains information relating each store's location.

28 44. However, even if each location is registered as separate legal entities, the entities have

1 chosen to handle aspects of their employer-employee relationships jointly and have chosen to operate
2 as a single integrated enterprise. (See *Laird v. Capital Cities/ABC, Inc.* (1998) 69 Cal.App.4th 727
3 [overruled on other grounds by *Reid v. Google* (2010) 50 Cal.4th 512].) It appears these legal entities
4 have centralized the control of their labor relations and set up common management. For example,
5 despite each entity being registered separately with the California Secretary of State, the corporate
6 filings associated with each entity reveal identical corporate officer, directors and managers. More
7 specifically, each entity identifies “Yang Yang” as its chief executive officer and “Kwai Man Leung”
8 as its chief financial officer, manager and/or secretary. Relatedly, each entity lists 200 S LOS
9 ROBLES AVE, SUITE 200, Pasadena, CA 91101 as the street address for its principal office.
10 Moreover, regardless of location, MINISO and/or MINISO DEPOT CA, INC. appear on various
11 documents given to prospective applicants and new employees. For example, MINISO and/or
12 MINISO DEPOT CA, INC. both appear on the job application given to prospective employees. The
13 job application also lists an email address, ~~usahr@miniso.com~~ usahr@miniso.com, that employees
14 can utilize should they have any questions concerning their application. Upon hire, employees are
15 provided with a notice pursuant to Labor Code 2810.5 which identifies MINISO as the legal name of
16 the hiring employer. Relatedly, MINISO and/or MINISO DEPOT CA, INC. appear on a number of
17 other documents given to employees at the outset of their employment including but not limited to
18 employee handbooks and company policies related to appearance, company property, intellectual
19 property, meal and rest breaks, and salary confidentiality. In light of the foregoing, **Plaintiff**
20 ~~is~~ Plaintiffs are informed and ~~believes~~ believe and thereon ~~alleges~~ allege each of the entities share a
21 degree of common ownership and financial control.

22 45. ~~Plaintiff is~~ Plaintiffs are informed and ~~believes~~ believe and thereon ~~alleges~~ allege that
23 Defendants DOES 191-200 are individuals unknown to ~~Plaintiff~~ Plaintiffs. Each of the individual
24 defendants is sued individually and in his or her capacity as an agent, shareholder, owner,
25 representative, manager, supervisor, independent contractor and/or employee of each defendant who
26 violated or caused to be violated the minimum wage and overtime provisions of the Labor Code
27 and/or any provision of the Industrial Welfare Commission’s wage orders regulating hours and days
28 of work.

1 46. ~~Plaintiff is~~Plaintiffs are unaware of the true names of Defendants DOES 1 through
2 200. ~~Plaintiff sues~~Plaintiffs sue said defendants by said fictitious names and will amend this complaint
3 when the true names and capacities are ascertained or when such facts pertaining to liability are
4 ascertained, or as permitted by law or by the Court. ~~Plaintiff is~~Plaintiffs are informed and
5 ~~believes~~believe that each of the fictitiously named defendants is in some manner responsible for the
6 events and allegations set forth in this complaint.

7 47. ~~Plaintiff makes~~At all times mentioned herein, each Defendant was the co-conspirator,
8 agent, servant, employee, and/or joint venturer of each of the other defendants and was acting within
9 the course and scope of said conspiracy, agency, employment, and/or joint venture and with the
10 permission and consent of each of the other Defendants.

11 47.48. Plaintiffs make the allegations in this complaint without any admission that, as to any
12 particular allegation, ~~Plaintiff~~Plaintiffs bear the burden of pleading, proving, or persuading and
13 ~~Plaintiff~~Plaintiffs reserve all of ~~Plaintiff's~~Plaintiffs' rights to plead in the alternative.

14 ///

15 ///

16 ///

17 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

18 48.49. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
19 ("Wage Order"), codified at California Code of Regulations title 8, section ~~110401~~11070, Defendants
20 are employers of ~~Plaintiff~~Plaintiffs within the meaning of the applicable Wage Order and applicable
21 California Labor Code sections. Therefore, each of these Defendants is jointly and severally liable
22 for the wrongs complained of herein in violation of the Wage Order and the California Labor Code.

23 49.50. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants
24 employed many of their employees, including ~~Plaintiff~~Plaintiffs, as hourly non-exempt employees.
25 In California, an employer is required to pay hourly employees for all "hours worked," which includes
26 all time that an employee is under control of the employer and all time the employee is suffered and
27 permitted to work. This includes the time an employee spends, either directly or indirectly, performing
28 services which inure to the benefit of the employer.

1 50.51. California Labor Code sections 1194 and 1197 require an employer to compensate
2 employees for all “hours worked” at least at a minimum wage rate of pay as established by the
3 Industrial Welfare Commission (“IWC”) and the Wage Orders.

4 51.52. PlaintiffPlaintiffs and similarly situated employees worked more minutes per shift
5 than Defendants credited them with having worked. Specifically, Defendants “rounded” down or
6 “shaved” Plaintiff’sPlaintiffs’ and similarly situated employees’ total daily hours worked at the time
7 of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants.
8 Additionally, Defendants employed a policy, practice, and/or procedure of subjecting employees to
9 bag checks and/or security checks after they clocked out for meal periods and/or at the end of their
10 shifts. PlaintiffPlaintiffs and similarly situated employees were not paid for this time.

11 52.53. Despite the fact that California law requires employers to pay employees for all hours
12 worked at least at a minimum wage rate, because Defendants required PlaintiffPlaintiffs and similarly
13 situated employees to work off-the-clock as described above, the foregoing resulted in
14 PlaintiffPlaintiffs and similarly situated employees working time for which they were not
15 compensated any wages, in violation of California Labor Code sections 1194, 1197, and the Wage
16 Orders.

17 ///

18 53.54. Failure to pay wages for all hours worked in excess of eight hours per day at the
19 **employees’ overtime rate of pay:** As described above, Defendants’ policies, practices, and
20 procedures resulted in time each workday where PlaintiffPlaintiffs and similarly situated employees
21 were under the control of Defendants but were not compensated for that time.

22 54.55. California Labor Code sections 510 and 1194 require an employer to compensate
23 employees a higher rate of pay for hours worked in excess of eight hours in a workday:

24 Any work in excess of eight hours in one workday and any work in excess of 40 hours
25 in any one workweek and the first eight hours worked on the seventh day of work in
26 any one workweek shall be compensated at the rate of no less than one and one-half
27 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
28 day shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay
of an employee.

(Cal. Lab. Code §510.)

~~55.56.~~ Despite that California law requires employers to pay employees a higher rate of pay for all hours worked more than 8 hours in a workday and 40 hours in a workweek, Defendants failed to pay ~~Plaintiff~~Plaintiffs and similarly situated employees overtime wages due them for their daily overtime hours worked. Specifically, Defendants “rounded” down or “shaved” ~~Plaintiff’s~~Plaintiffs’ and similarly situated employees’ total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants. -Additionally, Defendants employed a policy, practice, and/or procedure of subjecting employees to bag checks and/or security checks after they clocked out for meal periods and/or at the end of their shifts. The foregoing resulted in time during each workday which ~~Plaintiff~~Plaintiffs and similarly situated employees were under control of Defendants, but were not compensated at their overtime rate of pay when they worked more than eight hours in a day or 40 hours in a week, in violation of Labor Code sections 510, 1194, and the Wage Order.

~~56.57.~~ **Failure to pay hourly employees wages to compensate them for workdays**
Defendants failed to provide required meal periods: California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order ~~97-~~2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. *Id.*

1 ~~57.58.~~ During the four years prior to the filing of the complaint, PlaintiffPlaintiffs and
2 similarly situated employees regularly worked shifts of more than 5 hours in length. Nevertheless,
3 PlaintiffPlaintiffs and similarly situated employees were not given an uninterrupted 30-minute meal
4 break for every five hours of work because Defendants' systematic company policy pressured and/or
5 required employees to work without receiving meal periods, or the meal breaks were interrupted,
6 untimely, taken while working, and/or were shorter than 30 minutes.

7 ~~58.59.~~ Additionally, Defendants failed to pay PlaintiffPlaintiffs and similarly situated
8 employees one hour of pay at their regular rate of pay for each workday they did not receive all legally
9 compliant meal periods. Defendants lacked a policy and procedure for compensating
10 PlaintiffPlaintiffs and similarly situated employees with premium wages when they did not receive
11 all legally required meal periods in a legally compliant manner.

12 ~~59.60.~~ This practice resulted in PlaintiffPlaintiffs and similarly situated employees not
13 receiving wages to compensate them for workdays during which Defendants did not provide them
14 with legally compliant meal periods in compliance with California law.

15 ~~60.61.~~ **Failure to pay hourly employees wages to compensate them for workdays**
16 **Defendants failed to provide required rest periods:** California law requires an employer to provide
17 an employee a rest period of ten (10) net minutes for every four hours worked, "which insofar as
18 practicable shall be in the middle of each work period." Cal. Lab. Code §226.7; Wage Order 97.
19 Thus, employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in
20 length, 20 minutes for shifts between six and ten hours in length, 30 minutes for shifts between 10
21 and 14 hours in length, and so on. *See Brinker, supra*. If the employer fails to provide a required rest
22 period, the employer must pay the employee one hour of pay at the employee's regular rate of
23 compensation for each workday the employer did not provide all legally required rest periods. *Id.*

24 ~~61.62.~~ During the four years prior to the filing of the complaint, PlaintiffPlaintiffs and
25 similarly situated employees regularly worked shifts of more than 3.5 hours. Nevertheless,
26 PlaintiffPlaintiffs and similarly situated employees were not given an uninterrupted 10-minute rest
27 period for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
28 hours up to 10 hours, or 30 minutes for shifts of more than 10 hours up to 14 hours because

1 Defendants' systematic company policy pressured and/or required employees to work without
2 receiving rest periods, or the rest breaks were interrupted or were untimely.

3 62-63. Defendants also failed to pay employees one hour of pay at their regular rate of pay
4 for each workday PlaintiffPlaintiffs and similarly situated employees did not receive all timely and
5 legally compliant rest periods. Defendants lacked a policy and procedure for compensating
6 PlaintiffPlaintiffs and similarly situated employees with premium wages when they did not receive
7 legally compliant rest periods.

8 63-64. This practice resulted in PlaintiffPlaintiffs and similarly situated employees not
9 receiving wages to compensate them for workdays which Defendants did not provide them with rest
10 periods in compliance with California law.

11 64-65. Failure to Indemnify for Losses and Expenditures Incurred as Part of
12 **Employment:** California law requires that every employer must indemnify its employees for all
13 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
14 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
15 ordinary business expenses and losses of the employer onto the employee. Lab. Code §2802.

16 65-66. Defendants employed a policy, practice, and procedure whereby PlaintiffPlaintiffs and
17 similarly situated employees were required to use their personal cell phones for employment-related
18 purposes. PlaintiffPlaintiffs and similarly situated employees were required to pay their monthly cell
19 phone costs, which Defendants routinely utilized to contact PlaintiffPlaintiffs and similarly situated
20 employees to implement their schedules and/or direct their daily work activities. Plaintiff'sPlaintiffs'
21 and similarly situated employees' cell phone costs were significant as the result of employment with
22 Defendants.

23 66-67. Defendants employed policies and procedures which ensured PlaintiffPlaintiffs and
24 similarly situated employees would not receive indemnification for the aforementioned necessary
25 expenditures on their monthly cell phone expenses. This practice resulted in PlaintiffPlaintiffs and
26 other similarly situated employees not receiving indemnification for employment-related
27 expenditures in compliance with California law.

28 67-68. Pay Stub Violations: California Labor Code section 226(a) provides, *inter alia*, that,

1 upon paying an employee his or her wages, the employer must “furnish each of his or her employees
2 ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a salary and who is
4 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the
5 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
6 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions
7 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
8 earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the
9 employee and his or her social security number, (8) the name and address of the legal entity that is
10 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee.”

12 ~~68.69.~~ Defendants failed to provide accurate wage and hour statements to ~~Plaintiff~~Plaintiffs
13 and similarly situated employees who were subject to Defendants’ control for uncompensated time
14 and who did not receive the wages they earned (including minimum wages, overtime wages, as well
15 as failure to pay premium wages for missed meal and rest periods).

16 ~~69.70.~~ **Failure to Pay California Employees All Wages Due at Time of**
17 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
18 employee’s employment ends. The wages are due immediately upon termination (California Labor
19 Code section 201) or within 72 hours of resignation (California Labor Code section 202).

20 ///

21 ~~70.71.~~ Because Defendants failed to pay ~~Plaintiff~~Plaintiffs and similarly situated employees
22 all their earned wages (including minimum wages, overtime wages, and unpaid meal and rest period
23 premium wages), Defendants failed to pay those employees timely after each employee’s termination
24 and/or resignation.

25 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

26 ~~71.72.~~ ~~Plaintiff~~Plaintiffs bring this action on behalf of ~~himself~~themselves, on behalf of all
27 others similarly situated, and on behalf of the General Public, and as ~~a member~~members of a Class
28 defined as follows:

1 A. **Minimum Wage Class:** All current and former hourly non-exempt employees
2 employed by Defendants in California at any time within the four years prior to the filing of the initial
3 complaint in this action and through the date notice is mailed to a certified class who were not paid
4 at least at minimum wage for all time they were subject to Defendants' control.

5 B. **Overtime Class:** All current and former hourly non-exempt employees
6 employed by Defendants in California at any time within the four years prior to the filing of the initial
7 complaint in this action and through the date notice is mailed to a certified class who worked more
8 than eight in a day to whom Defendants did not pay overtime wages.

9 C. **Meal Period Class:** All current and former non-exempt, hourly employees
10 employed by Defendants in California at any time within the four years prior to the filing of the initial
11 complaint in this action and through the date notice is mailed to a certified class who worked shifts
12 greater than 5 hours in a workday and did not receive wages to compensate them for missed meal
13 periods, late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal
14 periods.

15 D. **Rest Period Class:** All current and former hourly non-exempt employees
16 employed by Defendants in California at any time within the four years prior to the filing of the initial
17 complaint in this action and through the date notice is mailed to a certified class who worked at least
18 three and one-half (3.5) or more hours in day who did not receive required rest periods of ten net
19 minutes rest time for every four hours worked between three and one-half and six hours, six and ten
20 hours, or ten and fourteen hours.

21 ///

22 E. **Indemnification Class:** All current and former hourly, non-exempt employees
23 employed by Defendants in California at any time within the four years prior to the filing of the initial
24 complaint in this action and through the date notice is mailed to a certified class who did not receive
25 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
26 duty, including but not limited to their monthly cell phone expenses.

27 F. **Wage Statement Class:** All current and former hourly non-exempt employees
28 employed by Defendants in California at any time within the one year prior to the filing of the initial

1 complaint in this action and through the date notice is mailed to a certified class who received
2 inaccurate or incomplete wage and hour statements.

3 **G. Waiting Time Class:** All current and former hourly non-exempt employees
4 employed by Defendants in California at any time within the three years prior to the filing of the
5 initial complaint in this action and through the date notice is mailed to a certified class who did not
6 receive payment of all unpaid wages upon separation of employment within the statutory time period.

7 **H. California Class:** All aforementioned classes are here collectively referred to
8 as the “California Class.”

9 72.73. There is a well defined community of interest in the litigation and the classes are
10 ascertainable:

11 **A. Numerosity:** While the exact number of class members in each class is
12 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
13 all members is impractical under the circumstances of this case.

14 **B. Common Questions Predominate:** Common questions of law and fact exist
15 as to all members of the Plaintiff classes and predominate over any questions that affect only
16 individual members of each class. The common questions of law and fact include, but are not limited
17 to:

18 i. Whether Defendants violated California Labor Code sections 1194 and
19 1197 by not paying employees’ wages at a minimum wage rate for all time that the Minimum Wage
20 Class Members were subject to Defendants’ control but were not paid;

21 ///

22 ii. Whether Defendants violated California Labor Code sections 510 and
23 1194 by not paying the Overtime Class for workdays worked in excess of eight hours as a result of
24 not paying the Class Members for all hours worked in a workday;

25 iii. Whether Defendants violated California Labor Code sections 512 and
26 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members without
27 providing all their required meal periods or paying meal period premium wages;

28 iv. Whether Defendants violated the Wage Order and California Labor

Code section 226.7 and the applicable Wage Order by employing Rest Period Class Members without providing all their required rest periods or paying rest period premium wages;

v. Whether Defendants violated Labor Code Section 2802 by failing to provide the members of the Indemnification Class with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duty;

vi. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statement at the time they received their itemized statements;

vii. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

viii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code section 17200 *et seq.*;

ix. Whether Class Members are entitled to unpaid wages, penalties and other relief pursuant to their claims;

x. Whether, as a consequence of Defendant's unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xi. Whether Defendant's affirmative defenses, if any, raise any common issues of law or fact as to PlaintiffPlaintiffs and as to the Class Members as a whole.

C. **Typicality:** Plaintiff'sPlaintiffs' claims are typical of the claims of the class members in each of the classes. PlaintiffPlaintiffs and the members of the Minimum Wage Class sustained damages arising out of Defendant's failure to pay wages at least at minimum wage for all time the employees were subject to Defendant's control. PlaintiffPlaintiffs and the members of the Overtime Wage Class sustained damages arising out of Defendant's failure to pay overtime wages for overtime hours worked. PlaintiffPlaintiffs and the members of the Meal Period Class sustained damages arising out of Defendant's failure to provide employees all legally required meal periods and failure to pay meal period premium wages as compensation. PlaintiffPlaintiffs and the members of the Rest Period Class sustained damages arising out of Defendants' failure to provide employees all legally required rest periods and failure to pay rest period premium wages as compensation.

1 ~~Plaintiff~~Plaintiffs and the members of the Indemnification Class sustained damages arising out of
2 Defendants' failure to reimburse them for the necessary expenditures incurred in the discharge of
3 their duty. ~~Plaintiff~~Plaintiffs and the members of the Wage Statement Class sustained damages arising
4 out of Defendants' failure to furnish them with accurate itemized wage statements in compliance with
5 California Labor Code section 226. ~~Plaintiff~~Plaintiffs and the members of the Waiting Time Class
6 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due upon
7 separation of employment within the statutory time limit.

8 D. **Adequacy of Representation:** ~~Plaintiff~~Plaintiffs will fairly and adequately
9 protect the interests of the members of each class. ~~Neither~~ Plaintiff has ~~neany~~ interest that is adverse
10 to the interests of the other class members.

11 E. **Superiority:** A class action is superior to other available means for the fair
12 and efficient adjudication of this controversy. Because individual joinder of all members of each class
13 is impractical, class action treatment will permit a large number of similarly situated persons to
14 prosecute their common claims in a single forum simultaneously, efficiently, and without the
15 unnecessary duplication of effort and expense that numerous individual actions would engender. The
16 expenses and burdens of individual litigation would make it difficult or impossible for individual
17 members of each class to redress the wrongs done to them, while important public interests will be
18 served by addressing the matter as a class action. The cost to and burden on the court system of
19 adjudication of individualized litigation would be substantial, and substantially more than the costs
20 and burdens of a class action. Individualized litigation would also present the potential for
21 inconsistent or contradictory judgments.

22 F. **Public Policy Consideration:** Employers throughout the state violate wage
23 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
24 retaliation. Former employees fear bringing actions because they perceive their former employers
25 can blacklist them in their future endeavors with negative references and by other means. Class
26 actions provide the class members who are not named in the complaint with a type of anonymity that
27 allows for vindication of their rights.

28 **FIRST CAUSE OF ACTION**

**FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM
WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197
(As Against all Defendants and DOE Defendants by the Minimum Wage Class)**

~~73.74.~~ Plaintiff~~Plaintiffs~~ hereby ~~incorporates~~incorporate the paragraphs above, as if fully set herein by reference.

~~74.75.~~ At all times relevant to this Complaint, Plaintiff~~Plaintiffs~~ and the members of the Minimum Wage Class were hourly non-exempt employees of Defendant.

~~75.76.~~ Pursuant to Labor Code sections 1194, 1197, and Wage Orders, Plaintiff~~Plaintiffs~~ and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

~~76.77.~~ Defendants' payroll policies and procedures required Plaintiff~~Plaintiffs~~ and members of the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

~~77.78.~~ Specifically, Defendants "rounded" down or "shaved" Plaintiff's~~Plaintiffs'~~ and members of the Minimum Wage ~~Class~~Class's total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants. Additionally, Defendants employed a policy, practice, and/or procedure of subjecting Plaintiff~~Plaintiffs~~ and members of the Minimum Wage Class to bag checks and/or security checks after they clocked out for meal periods and/or at the end of their shifts.

~~78.79.~~ As a result of Defendants' unlawful conduct, Plaintiff~~Plaintiffs~~ and members of the of the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

~~79.80.~~ Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiff~~Plaintiffs~~ and the members of the Minimum Wage Class members are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES, IN VIOLATION OF CALIFORNIA LABOR
CODE SECTIONS 510, 1194 AND 1198**

(As Against all Defendants and DOE Defendants by the Overtime Class)

~~80.81.~~ Plaintiff~~Plaintiffs~~ hereby ~~incorporates~~incorporate the paragraphs above, as if fully set herein by reference.

~~81.82.~~ At times relevant to this Complaint, Plaintiff and the members of the Overtime Class were hourly non-exempt employees of Defendants, covered by California Labor Code sections 510 and 1194 and the Wage Order.

~~82.83.~~ Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek.

~~83.84.~~ California Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

~~84.85.~~ Further, California Labor Code section 1198 provides

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

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~~85.86.~~ Despite that California law requires employers to pay employees a higher rate of pay for all hours worked more than eight hours in a workday, Defendants failed to pay Plaintiff~~Plaintiffs~~ and members of the Overtime Class overtime wages due them for their daily overtime hours worked.

~~86.87.~~ Specifically, Defendants “rounded” down or “shaved” Plaintiff~~sPlaintiffs~~ and

1 members of the Overtime Wage Class' total daily hours worked at the time of their clock-in and
2 clock-out to the nearest quarter of an hour, to the benefit of Defendants. Additionally, Defendants
3 employed a policy, practice, and/or procedure of subjecting PlaintiffPlaintiffs and members of the
4 Overtime Class to bag checks and/or security checks after they clocked out for meal periods and/or
5 at the end of their shifts

6 87.88. The foregoing resulted in time during each workday which PlaintiffPlaintiffs and
7 members of the Overtime Class were under control of Defendants but were not compensated at their
8 overtime rate of pay when they worked more than eight hours in a day or 40 hours in a week.

9 88.89. Pursuant to California Labor Code section 1194, PlaintiffPlaintiffs and the
10 Overtime Class members are entitled to recover the full amount of their unpaid overtime wages,
11 prejudgment interest and attorneys' fees and costs.

12 89.90. Pursuant to California Labor Code section 1194, PlaintiffPlaintiffs and the
13 members of the Overtime Class are entitled to recover the full amount of their unpaid overtime wages,
14 prejudgment interest and attorneys' fees and costs.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF** 17 **CALIFORNIA LABOR CODE SECTIONS 512 AND 226.7 AND THE WAGE ORDER**

18 **(As Against all Defendants and DOE Defendants by the Meal Period Class)**

19 90.91. PlaintiffPlaintiffs hereby incorporate the paragraphs above, as if fully set herein
20 by reference.

21 91.92. At all times relevant to this Complaint, PlaintiffPlaintiffs and the members of the
22 Meal Period Class were non-exempt employees of Defendants in California and covered by California
23 Labor Code sections 226.7, 512, and the Wage Orders.

24 92.93. California law requires an employer to provide an employee an uninterrupted meal
25 period of no less than 30-minutes before the end of a 5-hour work period. (Lab. Code §512; Wage
26 Order 97, subd. 11.) An employer may not employ an employee for a work period of more than 10
27 hours per day without providing the employee with a second meal period of not less than 30 minutes
28 before the end of the 10th hour of work. (Id.) If an employer fails to provide an employee an

uninterrupted, timely meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each work day that a legally required meal period was not provided or was not duty free. (Id.)

93.94. Members of the Meal Period Class regularly worked shifts of more than 5 hours in length. Nevertheless, members of the Meal Period Class were not given an uninterrupted 30-minute meal break for every five hours of work. Defendants' systematic company policy pressured and/or required Meal Period Class members to work five-hour periods without receiving meal periods, or the meal breaks were interrupted, untimely, taken while working, and/or were shorter than 30 minutes.

94.95. Defendants also failed to pay ~~Plaintiff~~Plaintiffs and members of the Meal Period Class one hour of pay at their regular rate of pay for each workday Meal Period Class members did not receive all legally compliant meal periods. Defendants lacked a policy and procedure for compensating members of the Meal Period Class with premium wages when they did not receive all legally required meal periods in a legally compliant manner.

95.96. This practice resulted in ~~Plaintiff~~Plaintiffs and members of the Meal Period Class not receiving wages to compensate them for workdays which Defendants did not provide them with legally compliant meal periods in compliance with California law.

96.97. Because Defendants failed to provide proper meal periods, they are liable to ~~Plaintiff~~Plaintiffs and the Meal Period Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal period was not provided, pursuant to California Labor Code sections 512 and 226.7 and the Wage Order.

97.98. ~~Plaintiff~~Plaintiffs, on behalf of ~~herself~~themselves and the Meal Period Class, ~~seeks~~seek damages and all other relief allowable including a meal period premium wage for each workday Defendants failed to provide all required 30-minute uninterrupted meal periods, plus pre-judgment interest.

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FOURTH CAUSE OF ACTION

**FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CALIFORNIA
LABOR CODE SECTION 226.7 AND THE WAGE ORDER**

(As Against all Defendants and DOE Defendants by the Rest Period Class)

~~98.99.~~ Plaintiff~~Plaintiffs~~ hereby ~~incorporates~~incorporate by reference the above, as if fully set herein.

~~99.100.~~ At all relevant times, ~~Plaintiff~~Plaintiffs and the other members of the Rest Period Class were non-exempt, hourly employees of Defendants covered by Labor Code Section 226.7 and the Wage Order.

~~100.101.~~ Pursuant to Labor Code Section 226.7 and the Wage Order, ~~Plaintiff~~Plaintiffs and the other members of the Rest Period Class were entitled to receive rest periods of 10-net minutes for every four hours, or major fraction thereof, worked. If ~~Plaintiff~~Plaintiffs and the Rest Period Class did not receive rest periods for every four hours, or major fraction thereof, worked in a day, Defendants were required to pay them one hour of pay at the employee's regular rate of pay for each workday that the rest period is not provided.

~~101.102.~~ During the four years prior to the filing of the complaint, ~~Plaintiff~~Plaintiffs and similarly situated employees regularly worked shifts of more than 3.5 hours. Nevertheless, ~~Plaintiff~~Plaintiffs and similarly situated employees were not given an uninterrupted 10-minute rest period for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, or 30 minutes for shifts of more than 10 hours up to 14 hours because Defendants' systematic company policy pressured and/or required employees to work without receiving rest periods, or the rest breaks were interrupted or were untimely.

~~102.103.~~ Defendants also failed to pay employees one hour of pay at their regular rate of pay for each workday. Members of the Rest Period Class did not receive all timely and legally compliant rest periods. Defendants lacked a policy and procedure for compensating Members of the Rest Period Class with premium wages when they did not receive legally compliant rest periods.

~~103.104.~~ This practice resulted in Members of the Rest Period Class not receiving wages to compensate them for workdays which Defendants did not provide them with rest periods in compliance with California law.

1 ~~104.105.~~ Because Defendants failed to provide proper rest periods, they are liable to
2 ~~Plaintiff~~Plaintiffs and the Rest Period Class Members for one hour of additional pay at the
3 regular rate of compensation for each workday that the proper rest period was not provided, pursuant
4 to California Labor Code section 226.7 and the Wage Order.

5 ~~105.106.~~ ~~Plaintiff~~Plaintiffs, on behalf of ~~herself~~themselves and the Rest Period Class,
6 ~~seeks~~seek damages and all other relief allowable including rest period wages for each workday the
7 employee was not provided with all required rest periods of ten net minutes; and prejudgment interest.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY EMPLOYEES FOR LOSSES AND EXPENDITURES, IN**
10 **VIOLATION OF LABOR CODE SECTION 2802**

11 **(On Behalf of the Indemnification Class against All Defendants and Does 1-100)**

12 ~~106.107.~~ ~~Plaintiff~~Plaintiffs hereby ~~incorporates~~incorporate by reference the above, as if
13 fully set herein.

14 ~~107.108.~~ ~~Plaintiff~~Plaintiffs and members of the Indemnification Class have been
15 employed by Defendants in the State of California. California law requires that Defendants indemnify
16 its employees for all necessary expenditures or losses incurred by the employee in discharge of his or
17 her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited
18 from passing the ordinary business expenses and losses of the employer onto the employee. Lab.
19 Code §2802.

20 ~~108.109.~~ Defendants have violated Labor Code Section 2802 by failing to indemnify
21 ~~Plaintiff~~Plaintiffs and members of the Indemnification Class necessary expenditures they incurred in
22 the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure
23 whereby ~~Plaintiff~~Plaintiffs and members of the Indemnification Class were required to use their
24 personal cell phones for employment-related purposes. ~~Plaintiff~~Plaintiffs and similarly situated
25 employees were required to pay their monthly cell phone costs, which Defendants routinely utilized
26 to contact ~~Plaintiff~~Plaintiffs and similarly situated employees to implement their schedules and/or
27 direct their daily work activities.

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3 ~~409.110.~~ Moreover, Defendants employed policies and procedures which ensured
4 ~~Plaintiff~~Plaintiffs and members of the Indemnification Class would not receive indemnification for
5 their employment-related expenses. This practice resulted in ~~Plaintiff~~Plaintiffs and members of the
6 Indemnification Class not receiving such indemnification in compliance with California law.

7 ~~440.111.~~ Because Defendants failed to properly indemnify employees for the necessary
8 expenditures incurred in the discharge of their duty including their monthly cell phone expenses, they
9 are liable to ~~Plaintiff~~Plaintiffs and the Indemnification Class for monies to compensate them for the
10 use of their personal cell phones for employment-related purposes to Labor Code Section 2802.

11 ~~444.112.~~ As a direct and proximate result of Defendants' violation of Labor Code
12 Section 2802, ~~Plaintiff~~Plaintiffs and other Indemnification Class Members have suffered irreparable
13 harm and monetary damages entitling them to both injunctive relief and restitution. ~~Plaintiff~~Plaintiffs,
14 on behalf of ~~herself~~themselves and on behalf of the Indemnification Class, ~~seeks~~seek damages and
15 all other relief allowable including indemnification for all employment-related expenses and ordinary
16 business expenses incurred by Defendants and passed onto ~~Plaintiff~~Plaintiffs and the members of the
17 Indemnification Class pursuant to Labor Code section 2802.

18 ~~442.113.~~ Pursuant to Labor Code Section 2802, ~~Plaintiff~~Plaintiffs and members of the
19 Indemnification Class are entitled to recover the full indemnification, reasonable attorney fees and
20 costs of suit.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS, IN** 23 **VIOLATION OF LABOR CODE SECTION 226**

24 **(As Against all Defendants and DOE Defendants by the Wage Statement Class)**

25 ~~443.114.~~ ~~Plaintiff~~Plaintiffs hereby ~~incorporates~~incorporate by reference the paragraphs
26 above, as if fully set herein by reference.

27 ~~444.115.~~ At all times relevant to this Complaint, ~~Plaintiff~~Plaintiffs and the other
28 members of the Wage Statement Class were hourly employees of Defendants, covered by California

1 Labor Code section 226.

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4 ~~115.116.~~ Pursuant to California Labor Code section 226, subdivision (a),
5 ~~Plaintiff~~Plaintiffs and the other members of the Wage Statement Class were entitled to receive,
6 semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating
7 the following:

8 (1) gross wages earned, (2) total hours worked by the employee, except for any
9 employee whose compensation is solely based on a salary and who is exempt from
10 payment of overtime under subdivision (a) of Section 515 or any applicable order of
11 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
12 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
13 provided that all deductions made on written orders of the employee may be aggregated
14 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
15 which the employee is paid, (7) the name of the employee and his or her social security
16 number, except that by January 1, 2008, only the last four digits of his or her social
17 security number or an employee identification number other than a social security
18 number may be shown on the itemized statement, (8) the name and address of the legal
19 entity that is the employer, and (9) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate by the
21 employee.

22 ~~116.117.~~ As a result of the aforementioned conduct (failure to pay wages for all hours
23 worked, failure to pay overtime, and failure to pay meal and rest period premiums), Defendants failed
24 to provide accurate and complete wage statements to ~~Plaintiff~~Plaintiffs and others similarly situated
25 in violation of Labor Code Section 226(a~~+~~) because they did not reflect all of the employees' earnings.

26 ~~117.118.~~ Defendants' failure to provide ~~Plaintiff~~Plaintiffs and members of the
27 Wage Statement Class with accurate wage statements and maintain accurate copies of wage
28 statements was knowing and intentional. Defendants had the ability to provide ~~Plaintiff~~Plaintiffs
and members of the Wage Statement Class accurate wage statements and maintain but intentionally
provided wage statements that Defendants knew were not accurate.

~~118.119.~~ As a result of Defendants' conduct, ~~Plaintiff~~Plaintiffs and members of the
Wage Statement Class have suffered injury. The absence of accurate information on their wage
statements has prevented earlier challenges to Defendants unlawful pay practices, required discovery

1 and mathematical computations to determine the amount of wages owed, caused difficulty and
2 expense in attempting to reconstruct time and pay records, and/or led to the submission of inaccurate
3 information about wages and amounts deducted from wages to state and federal government agencies.

4 ///

5 ~~119.120.~~ Pursuant to Labor Code Section 226(e), ~~Plaintiff~~Plaintiffs and members
6 of the Wage Statement Class are entitled to recover fifty (50) dollars for the initial pay period within
7 the applicable limitations period in which a violation of Labor Code Section 226 occurred and one
8 hundred dollars for each violation of Labor Code Section 226 in a subsequent pay period, not to
9 exceed an aggregate penalty of four thousand (\$4,000) dollars per employee.

10 ~~120.121.~~ Pursuant to Labor Code Section 226, ~~Plaintiff~~Plaintiffs and members of
11 the Wage Statement Class are entitled to recover the full amount of penalties due under Labor Code
12 Section 226(e) and reasonable attorney's fees.

13 ~~121.122.~~ Pursuant to Labor Code Sections 218 and 226(e), ~~Plaintiff~~Plaintiffs and the
14 members of the Wage Statement Class are entitled to recover the full amount of penalties due under
15 Labor Code Section 226(e), reasonable attorney's fees and costs of suit.

16 ~~V.~~ **SEVENTH CAUSE OF ACTION**
17 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT, IN**
18 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

19 **(As Against all Defendants and DOE Defendants by the Waiting Time Class)**

20 ~~122.123.~~ ~~Plaintiff~~Plaintiffs hereby ~~incorporates~~incorporate by reference the
21 paragraphs above, as if fully set herein.

22 ~~123.124.~~ At all relevant times, ~~Plaintiff~~Plaintiffs and the members of the Waiting
23 Time Class were employees of Defendants covered by Labor Code Sections 201 or 202.

24 ~~124.125.~~ Pursuant to Labor Code Sections 201 or 202, ~~Plaintiff~~Plaintiffs and
25 members of the Waiting Time Class were entitled upon separation of employment to timely payment
26 of all wages earned and unpaid prior to separation of employment. Discharged employees were
27 entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination.
28 Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation

1 within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were
2 entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

3 ~~125.126.~~ Defendants failed to pay ~~Plaintiff~~Plaintiffs and members of the Waiting
4 Time Class all wages earned and unpaid prior to separation in accordance with Labor Code Sections
5 201 and/or 202. ~~Plaintiff~~Plaintiffs is informed and believes and thereon alleges that at all
6 relevant times within the limitations period applicable to this cause of action, Defendants maintained
7 a policy or practice which includes and is not limited to failing to pay at least minimum wage for all
8 time worked, failing to pay overtime wages of all overtime hours worked, and failing to pay premium
9 wages for all non-compliant meal and rest periods.

10 ~~126.127.~~ Defendants' failure to pay ~~Plaintiff~~Plaintiffs and members of the Waiting
11 Time Class all wages earned prior to separation timely in accordance with Labor Code Sections 201
12 and/or 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
13 separation in accordance with Labor Code Sections 201 and/or 202, but intentionally adopted policies
14 or practices incompatible with the requirements of Labor Code Sections 201 and/or 202. When
15 Defendants failed to pay hourly workers timely upon separation all wages earned prior to separation,
16 Defendants knew what they were doing and intended to do what they did.

17 ~~127.128.~~ Pursuant to Labor Code Sections 201 or 202, ~~Plaintiff~~Plaintiffs and the
18 members of the Waiting Time Class are entitled to all wages earned prior to separation of employment
19 that Defendants did not pay them.

20 ~~128.129.~~ Pursuant to Labor Code Section 203, ~~Plaintiff~~Plaintiffs and the members
21 of the Waiting Time Class are entitled to continuation of their wages, from the day their earned and
22 unpaid wages were due upon separation of employment until paid, up to a maximum of 30 days.

23 ~~129.130.~~ As a result of Defendants' conduct, ~~Plaintiff~~Plaintiffs and the members
24 of the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they
25 were not paid for all wages earned prior to separation of employment.

26 ~~130.131.~~ As a result of Defendants' conduct, ~~Plaintiff~~Plaintiffs and the members
27 of the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they
28 were not paid all continuation wages owed under Labor Code Section 203.

1 ~~131.132.~~ Pursuant to Labor Code Sections 201, 202, and 203, ~~Plaintiff~~Plaintiffs
2 and members of the Waiting Time Class are entitled to recover the full amount of their unpaid wages,
3 continuation wages under Section 203, interest thereon, reasonable attorney's fees and costs of suit.

4 ~~///~~

5 ~~///~~

6 **EIGHTH CAUSE OF ACTION**

7 ~~UNFAIR COMPETITION~~

8 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

9 **CODE SECTION 17200, et seq.**

10 **(Against All Defendants and Doe Defendants by the California Class)**

11 ~~132.133.~~ ~~Plaintiff~~Plaintiffs hereby ~~incorporates~~incorporate by reference all
12 paragraphs above, as if fully set herein by reference.

13 ~~133.134.~~ The unlawful conduct of Defendants alleged herein constitute unfair
14 competition within the meaning of California Business and Professions Code Section 17200. This
15 unfair conduct includes Defendants' use of policies and procedures which resulted in: failure to pay
16 employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime
17 wages for overtime hours worked; failure to provide legally complaint meal periods and/or pay meal
18 period premium wages; failure to provide legally complaint rest periods and/or pay rest period
19 premium wages; failure to indemnify for employment-related expenditures; failure to provide
20 accurate wage statements and failure to timely pay employee all earned and unpaid wages due upon
21 separation of employment.

22 ~~134.135.~~ Due to their unfair and unlawful business practices in violation of the
23 California Labor Code, as outline above, Defendants have gained a competitive advantage over other
24 comparable companies doing business in the State of California that comply with their obligations:
25 to pay employees at least at the minimum wage rate for all hours which they worked; to pay overtime
26 wages for overtime hours worked; to provide legally complaint meal periods and/or pay meal period
27 premium wages; to provide legally complaint rest periods and/or pay rest period premium wages; to
28 provide accurate wage statements and to timely pay employee all earned and unpaid wages due upon

1 separation of employment..

2 ~~135.136.~~ As a result of Defendants' unfair competition as alleged herein,
3 ~~Plaintiff~~Plaintiffs and members of the Minimum Wage Class, Overtime Class, Meal Period
4 Class, Rest Period Class, Indemnification Class, Wage Statement Class, and/or Waiting Time Class
5 have suffered injury in fact and lost money or property, as described in more detail above.

6 ///

7 ~~136.137.~~ Pursuant to California Business and Professions Code Section 17203,
8 ~~Plaintiff~~Plaintiffs and members of the Minimum Wage Class, Overtime Class, Meal Period
9 Class, Rest Period Class, Indemnification Class, Wage Statement Class, and/or Waiting Time Class
10 are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants
11 failed to pay and wrongfully retained by means of their unlawful and unfair business practices.

12 ~~137.138.~~ ~~Plaintiff~~Plaintiffs also ~~seeks~~seek an injunction against Defendants on
13 behalf of the California Class enjoining them, and any and all persons acting in concert with them,
14 from engaging in each of the unlawful practices, policies and patterns set forth herein.

15 ~~138.139.~~ ~~Plaintiff~~Plaintiffs also ~~seeks~~seek attorneys' fees and costs of suit,
16 including but not limited to that recoverable under California Code of Civil Procedure Section 1021.5.

17 **NINTH CAUSE OF ACTION**

18 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

19 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

20 **(Against all Defendants)**

21 140. Plaintiff CORONA incorporates all paragraphs above as though fully set forth herein.

22 141. During the period beginning one-year period preceding the sending of the initial notice
23 to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7,
24 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

25 142. Specifically, Defendants have committed the following violations of California Labor
26 Code:

27 143. Failure to pay wages for all hours worked at the legal minimum wage: California
28 Labor Code Sections 1194, 1194.2, and 1197 require an employer to compensate employees for all

1 “hours worked” at least at a minimum wage rate of pay as established by the IWC and the Wage
2 Orders. This includes all time the employee is suffered and permitted to work and/or performing
3 services that inure to the benefit of the employer.

4 144. Here, Defendants employed many of their employees, including Plaintiffs, as non-
5 exempt, hourly employees.

6 ///

7 145. In this case, Defendants maintained a policy, practice, and/or procedure whereby they
8 “rounded” down or “shaved” the hours worked by Plaintiff CORONA and other current and former
9 aggrieved California-based hourly non-exempt employees to the nearest quarter of an hour, to the
10 benefit of Defendants; and (2) subjecting Plaintiff CORONA and other current and former aggrieved
11 California-based hourly non-exempt employees to bag checks and/or security checks after they
12 clocked out for meal periods and/or at the end of their shifts. Plaintiff CORONA and other current
13 and former aggrieved California-based hourly non-exempt employees were not compensated for this
14 time.

15 146. Therefore, the foregoing policies, practices, and/or procedures resulted in Plaintiff
16 CORONA and other non-exempt hourly employees working time for which they were not
17 compensated any wages, in violation of California Labor Code Sections 1194, 1194.2, and 1197; and
18 the IWC Wage Order.

19 147. Failure to pay wages for overtime hours worked at the overtime rate of pay:
20 California Labor Code Sections 1194, 1194.2, and 1197 require an employer to compensate
21 employees for all “hours worked” at least at a minimum wage rate of pay as established by IWC and
22 the Wage Orders. Defendants employed many of their employees, including Plaintiff CORONA, as
23 hourly non-exempt employees. This includes all time that an employee is suffered and permitted to
24 work and/or performing services that inure to the benefit of the employer.

25 148. California Labor Code sections 510 and 1194 require an employer to compensate
26 employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess
27 of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours

1 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
2 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5)
3 times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one
4 (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an
5 employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek
6 shall be compensated at the rate of no less than twice the regular rate of pay of an employee.
7 Labor Code section 510.

8 149. In this case, Defendants failed to pay Plaintiff CORONA and other current and former
9 California-based hourly non-exempt employees overtime wages for all overtime hours worked due to
10 Defendants' policies, practices, and/or procedures including, but not limited to: (1) rounding down or
11 "shaving" the hours worked by Plaintiff CORONA and other current and former California-based
12 hourly non-exempt employees to the nearest quarter of an hour to the benefit of Defendants; and (2)
13 subjecting Plaintiff CORONA and other current and former aggrieved California-based hourly non-
14 exempt employees to bag checks and/or security checks after they clocked out for meal periods and/or
15 at the end of their shifts. Plaintiff CORONA and non-exempt hourly employees were not compensated
16 for this time.

17 150. To the extent that the foregoing uncompensated time occurred when Plaintiff
18 CORONA and other current and former aggrieved California-based hourly non-exempt employees
19 worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or
20 seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime
21 hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

22 151. Failure to provide legally compliant meal periods and/or pay non-exempt
23 employees wages to compensate them for workdays Defendants failed to provide legally
24 compliant meal periods: Plaintiff CORONA and other current and former California-based hourly
25 non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of
26 more than ten (10) hours in length.

27 152. California law requires an employer to authorize or permit an employee an
28 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all
duties and the employer relinquishes control over the employee's activities prior to the employee's
sixth hour of work. Labor Code sections 226.7, 512; Wage Order 7 at §11; *Brinker Rest. Corp. v.*
Super Ct. (Hohnbaum) (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work

1 period of more than ten (10) hours per day without providing the employee with a second such meal
2 period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.*

3 153. If an employer fails to provide an employee a meal period in accordance with the law,
4 the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for
5 each workday that a legally required and compliant meal period was not provided or was not duty-
6 free. Labor Code section 226.7, 512; Wage Order 7 at §11.

7 154. In this case, Defendants failed to authorize or permit legally required and compliant
8 meal periods to Plaintiff CORONA and other current and former aggrieved California-based hourly
9 non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not
10 limited to: (1) failing to authorize or permit a meal period to Plaintiff CORONA and other current
11 and former California-based hourly non-exempt employees when they worked more than five (5)
12 hours in a workday, or the meal periods were interrupted, untimely, taken while working, and/or were
13 shorter than thirty (30) minutes; and (2) failing to authorize or permit a second meal period to Plaintiff
14 CORONA and other current and former California-based hourly non-exempt employees when they
15 worked more than ten (10) hours in a workday.

16 155. Additionally, Plaintiff CORONA allege that Defendants maintained a policy, practice,
17 and/or procedure of failing to compensate Plaintiff CORONA and other current and former aggrieved
18 California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for
19 each workday that Plaintiff CORONA and other current and former California-based hourly non-
20 exempt employees did not receive legally required and compliant meal periods, in violation of Labor
21 Code section 226.7.

22 156. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
23 CORONA and other current and former California-based hourly non-exempt employees not receiving
24 wages to compensate them for workdays during which Defendants did not provide them with meal
25 periods in compliance with California law.

26 157. Failure to provide non-exempt employees with legally compliant rest breaks
27 and/or pay non-exempt employees' wages to compensate them for workdays that Defendants
28 failed to provide legally compliant rest periods: Plaintiff CORONA and other current and former

1 aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-
2 and-a-half (3.5) hours.

3 158. California law requires every employer to authorize and permit an employee a rest
4 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
5 section 226.7; Wage Order 7 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
6 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
7 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
8 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
9 Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
10 Wage Order 7 at §12. Additionally, the rest period requirement “obligates employers to permit – and
11 authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016)
12 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time. *Id.*

14 159. If the employer fails to authorize or permit a required rest period, the employer must
15 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
16 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
17 Order 7 at § 12.

18 160. In this case, Defendants failed to authorize or permit all legally required and
19 compliant rest periods to Plaintiff CORONA and other current and former aggrieved California-
20 based hourly non-exempt employees due to Defendants’ policies, practices, and/or procedures
21 including, but not limited to: (1) requiring Plaintiff CORONA and other current and former
22 California-based hourly non-exempt employees to work without receiving rest periods, or the rest
23 periods were interrupted or were untimely; and (2) failing to authorize or permit a third rest period
24 to Plaintiff CORONA and other current and former aggrieved California-based hourly non-exempt
25 employees when they worked more than ten (10) hours in a workday.

26 161. Additionally, Plaintiff CORONA alleges that Defendants maintained a policy,
27 practice, and/or procedure of failing to compensate Plaintiff CORONA and other current and former
28 aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular

1 rate of pay for each workday they did not receive legally required and compliant rest periods, in
2 violation of Labor Code section 226.7.

3 162. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
4 CORONA and other current and former aggrieved California-based hourly non-exempt employees
5 not receiving wages to compensate them for workdays in which Defendants did not provide them
6 with rest periods in compliance with California law.

7 **163. Failure to indemnify for losses and expenditures incurred as part of employment:**
8 California law requires that every employer must indemnify its employees for all necessary
9 expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience
10 of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary
11 business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

12 164. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
13 CORONA and other current and former aggrieved California-based non-exempt hourly employees'
14 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
15 employed a policy, practice, and procedure whereby Plaintiff CORONA and aggrieved employees
16 were required to utilize their personal cell phones for employment related purposes. Plaintiff
17 CORONA and aggrieved employees were required to purchase and/or have a personal cell phone
18 plan, which Defendants routinely required Plaintiff CORONA and aggrieved employees to utilize in
19 carrying out their daily work activities.

20 165. Moreover, Defendants employed policies and procedures which ensured Plaintiff
21 CORONA and aggrieved employees would not receive indemnification for their employment related
22 expenses. This practice resulted in Plaintiff CORONA and aggrieved employees not receiving such
23 indemnification in compliance with California law.

24 166. Therefore, Defendants are liable to Plaintiff CORONA and aggrieved employees for
25 their employment related expenses, including but not limited to costs related to use of their personal
26 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

27 **167. Failure to provide complete and accurate wage statements:** Labor Code section
28 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must

1 “furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages
2 earned, (2) total hours worked by the employee, except for any employee whose compensation is
3 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
4 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units
5 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
6 provided, that all deductions made on written orders of the employee may be aggregated and shown
7 as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is
8 paid, (7) the name of the employee and his or her social security number, (8) the name and address of
9 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
10 and the corresponding number of hours worked at each hourly rate by the employee.”

11 168. As a derivative of Plaintiff CORONA’s allegations above, Defendants’ failure to pay
12 Plaintiff CORONA and other current and former California-based hourly non-exempt employees all
13 wages earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
14 period premium wages) rendered Plaintiff CORONA’s and other current and former California-based
15 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section 226.

16 169. Failure to pay employees all wages due at time of termination/resignation: An
17 employer is required to pay all unpaid wages timely after an employee’s employment ends. The wages
18 are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of
19 resignation (Labor Code section 202).

20 170. As a derivative of Plaintiff CORONA’s allegations above, because Defendants failed
21 to pay Plaintiff CORONA and other current and former aggrieved California-based hourly non-
22 exempt employees all their earned wages (including minimum wages, overtime wages, meal period
23 premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely
24 after each employee’s termination and/or resignation, in violation of Labor Code sections 201, 202,
25 and 203.

26 171. Defendants’ violations of Wage Order 7 constituted violations of Labor Code section
27 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

28 172. Labor Code section 2699, subdivisions (a) and (g) authorize an aggrieved employee,

1 on behalf of himself or herself and other current or former employees, to bring a civil action to recover
2 civil penalties against all Defendants pursuant to the procedures specified in Labor Code section
3 2699.3.

4 173. Plaintiff CORONA has complied with the procedures for bringing suit specified in
5 Labor Code section 2699.3. On November 21, 2019, Plaintiff CORONA filed notice with LWDA and
6 provided notice to Defendants by certified mail which provided notice of the specific provisions of
7 the Labor Code alleged to have been violated, including the facts and theories to support the violations
8 alleged.

9 174. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
10 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
11 within 65 days of the date of the complainant's written notice. The LWDA failed to provide the parties
12 notice within 65 days of the date of Plaintiff CORONA's letter that the LWDA intends to investigate
13 Plaintiffs' claims.

14 175. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff CORONA is entitled to
15 recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7,
16 510, 512, 1194, 1197, and 1198, during the Civil Penalty Period in the following amounts:

17 a. For violations of Labor Code sections 201, 202, 203, 226.7, 510, 512, and
18 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
19 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
20 violation [penalty amounts established by Labor Code section 2699(f)(2)].

21 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for
22 each underpaid employee for each pay period for the initial violation, and for each subsequent
23 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
24 amounts established by Labor Code section 226.3].

25 c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee
26 for each pay period for the initial violation, and for each subsequent violation, one hundred dollars
27 (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code
28 section 558] and any unpaid wages.

1 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
3 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

5 176. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
6 reasonable attorney's fees and costs in connection with their claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, ~~PLAINTIFF~~PLAINTIFFS ON ~~HIS~~THEIR OWN BEHALF AND ON
9 BEHALF OF THOSE SIMILARLY-SITUATED, PRAYS AS FOLLOWS:

10 **ON ALL CAUSES OF ACTION:**

11 1. That the Court determine that this action may be maintained as a class action (for the
12 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code of
13 Civil Procedure section 382 and any other applicable law;

14 2. That the named ~~Plaintiff~~Plaintiffs be designated as class representative for the
15 California Class (and all sub-classes thereof);

16 3. A declaratory judgment that the practices complained herein are unlawful; and,

17 4. An injunction against Defendants enjoining them, and any and all persons acting in
18 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
19 herein.

20 **ON THE FIRST CAUSE OF ACTION:**

21 1. That Defendants be found to have violated the minimum wage provisions of the
22 California Labor Code and the IWC Wage Order as to ~~Plaintiff~~Plaintiffs and the Minimum Wage
23 Class;

24 2. For damages, according to proof, including but not necessarily limited to unpaid
25 wages;

26 3. For any and all legally applicable penalties;

27 4. For liquidated damages pursuant to California Labor Code Section 1194.2;

28 5. For pre-judgment interest, including but not limited to that recoverable under

1 California Labor Code Section 1194, and post-judgment interest;

2 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
3 California Labor Code Section 1194;

4 7. For such and other further relief, in law and/or equity, as the Court deems just or
5 appropriate.

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8 **ON THE SECOND CAUSE OF ACTION:**

9 1. That Defendants be found to have violated the overtime provisions of the California
10 Labor Code and the Wage Order as to ~~Plaintiff~~Plaintiffs and the Overtime Class;

11 2. For damages, according to proof, including but not necessarily limited to unpaid
12 wages;

13 3. For any and all legally applicable penalties;

14 4. For pre-judgment interest, including but not limited to that recoverable under
15 California Labor Code Section 1194, and post-judgment interest;

16 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
17 California Labor Code Section 1194; and,

18 6. For such and other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE THIRD CAUSE OF ACTION:**

21 1. That the Defendants be found to have violated the meal period provisions of the Labor
22 Code and the IWC Wages Orders as to the ~~Plaintiff~~Plaintiffs, the Meal Period Class;

23 2. For damages, according to proof, including unpaid wages;

24 3. For any and all legally applicable penalties;

25 4. For pre-judgment interest, including but not limited to that recoverable under
26 California Labor Code section 218.6, and post-judgment interest; and

27 5. For such and other further relief, in law and/or equity, as the Court deems just or
28 appropriate.

1 **ON THE FOURTH CAUSE OF ACTION:**

2 1. That the Defendants be found to have violated the rest period provisions of the Labor
3 Code and the IWC Wages Orders as to PlaintiffPlaintiffs and the Rest Period Class;

4 2. For damages, according to proof, including unpaid wages;

5 3. For any and all legally applicable penalties;

6 4. For pre-judgment interest, including but not limited to that recoverable under Labor
7 Code Section 218.6, and post-judgment interest; and

8 5. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10 **ON THE FIFTH CAUSE OF ACTION:**

11 1. That the Defendants be found to have violated the indemnification provisions of the
12 Labor Code and the IWC Wages Orders as to the PlaintiffPlaintiffs and the Indemnification Class;

13 2. For damages, according to proof, including unpaid use of the Indemnification
14 Class'Class's personal cell phones;

15 3. For any and all legally applicable penalties;

16 4. For pre-judgment interest, including but not limited to that recoverable under
17 California Labor Code Section 2802, and post-judgment interest;

18 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
19 Labor Code Section 2802; and

20 6. For such and other further relief, in law and/or equity, as the Court deems just or
21 appropriate.

22 **ON THE SIXTH CAUSE OF ACTION:**

23 1. That the Defendants be found to have violated the provisions of the Labor Code
24 regarding proper itemized paystubs as to PlaintiffPlaintiffs and the Wage Statement Class;

25 2. For damages and/or penalties, according to proof, including damages and/or
26 statutory penalties under Labor Code Section 226(e) and any other legally applicable damages or
27 penalties;

28 3. For pre-judgment interest and post-judgment interest;

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code Section 226(e); and

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SEVENTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the provisions of the Labor Code regarding payment of wages due upon resignation or termination as to ~~Plaintiff~~Plaintiffs and the Waiting Time Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code Section 203 and any other legally applicable damages or penalties;

3. For pre-judgment interest, including under Labor Code Section 218.6, and post-judgment interest; and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE EIGHTH CAUSE OF ACTION:

1. That the Defendants be found to have violated Business and Professions Code Section 17200 for the conduct alleged herein as to ~~Plaintiff~~Plaintiffs and all Classes;

2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

4. For restitution to the full extent permitted by law; and

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE NINTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff CORONA and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations

1 subject to any permissible tolling, including but not limited to that recoverable under California Labor
2 Code, including but not limited to sections 2699(f).

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8 3. For attorneys' fees and costs of suit, including but not limited to that recoverable under
9 California Labor Code section 2699(g); and,

10 4. For such and other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12
13 Dated: ~~November 21, 2019~~ January 17, 2022

Respectfully submitted,
14 **LAVI & EBRAHIMIAN, LLP**

15 By: _____

16 Joseph Lavi, Esq.
17 Vincent C. Granberry, Esq.
~~Anwar D. Burton~~ Melissa A. Huether, Esq.

18 Attorneys for ~~PLAINTIFF~~ PLAINTIFFS
19 DAISY ARELLANO and ~~Other Class~~
20 ~~Members~~ STEPHANIE CORONA

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27 **DEMAND FOR JURY TRIAL**

28 ~~PLAINTIFF~~ PLAINTIFFS DAISY ARELLANO and STEPHANIE CORONA hereby
demands demand a trial by jury for ~~himself~~ themselves and the California Class on all claims so triable.

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Dated: ~~November 21, 2019~~January 17, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
~~Anwar D. Burton~~Melissa A. Huether, Esq.

Attorneys for ~~PLAINTIFF~~PLAINTIFFS
DAISY ARELLANO and ~~Other Class~~
~~Members~~STEPHANIE CORONA

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On March 15, 2022, I served the foregoing documents, described as:

“JOINT STIPULATION AND [PROPOSED] ORDER FOR LEAVE FOR PLAINTIFF TO FILE A FIRST AMENDED COMPLAINT”

on all interested parties in this action as follows:

Counsel for Defendants:

Daphne M. Anneet (SBN 175414)
E-mail: danneet@bwslaw.com
Dhruva N. Ghanshyam (SBN 299165)
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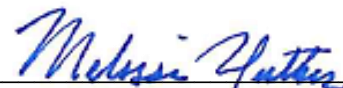
☒ **(BY ELECTRONIC SERVICE)** Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via use of CASEANYWHERE.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the addressee pursuant to C.C.P. § 1011.

☐ **BY EXPRESS MAIL/ FEDEX OVERNIGHT DELIVERY** - I caused such envelope to be delivered by hand to the office of the addressee via overnight delivery pursuant to C.C.P. § 1013(c), with delivery fees fully prepaid or provided for.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on March 15, 2022, at Beverly Hills, California.


Melissa A. Huether