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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

SARA BOYLE, individually, and on behalf
of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

UNITED LEGWEAR COMPANY, LLC, a
Delaware limited liability company;
UNITED LEGWEAR DISTRIBUTION,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

UNITED LEGWEAR COMPANY, LLC, a
Delaware limited liability company;
UNITED LEGWEAR DISTRIBUTION,
LLC, a Delaware limited liability company,

Cross-Complainants,

v.

WORKFORCE ENTERPRISES WFE, INC.,
a California corporation; and ROES 1
through 5, inclusive,

Cross-Defendants.

Case No.: CIVDS2015276

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, 203, 204, and 221 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004); and
- (9) Violation of California Business & Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff SARA BOYLE (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Bernardino. Moreover, the majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of San Bernardino. Finally, Defendants employed Plaintiff within the State of California, County of San Bernardino.

PARTIES

5. Plaintiff SARA BOYLE is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

6. Defendant UNITED LEGWEAR COMPANY, LLC, at all times herein mentioned, is and was, upon information and belief, a Delaware limited liability company, and at all times herein mentioned, was and is, an employer licensed to do business and actually did do business in the State of California, including the County of San Bernardino.

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1 7. Defendant UNITED LEGWEAR DISTRIBUTION, LLC, at all times herein
2 mentioned, is and was, upon information and belief, a Delaware limited liability company,
3 and at all times herein mentioned, was and is, an employer licensed to do business and actually
4 did do business in the State of California, including the County of San Bernardino.

5 8. At all relevant times, Defendants UNITED LEGWEAR COMPANY, LLC and
6 UNITED LEGWEAR DISTRIBUTION, LLC were the “employer” of Plaintiff within the
7 meaning of all applicable California laws and statutes.

8 9. At all times herein relevant, Defendants UNITED LEGWEAR COMPANY,
9 LLC, UNITED LEGWEAR DISTRIBUTION, LLC, and DOES 1 through 100, and each of
10 them, were the agents, partners, joint venturers, joint employers, representatives, servants,
11 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all
12 times relevant hereto were acting within the course and scope of their authority as such agents,
13 partners, joint venturers, joint employers, representatives, servants, employees, successors,
14 co-conspirators and assigns, and all acts or omissions alleged herein were duly committed
15 with the ratification, knowledge, permission, encouragement, authorization, and consent of
16 each defendant designated herein.

17 10. The true names and capacities, whether corporate, associate, individual or
18 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
19 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
20 information and belief alleges, that each of the Defendants designated as a DOE is legally
21 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
22 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
23 Plaintiff will seek leave of court to amend this Complaint to show the true names and
24 capacities when the same have been ascertained.

25 11. Defendants UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR
26 DISTRIBUTION, LLC, and DOES 1 through 100 will hereinafter collectively be referred to
27 as “Defendants.”

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1 12. Plaintiff further alleges that Defendants directly or indirectly controlled or
2 affected the working conditions, wages, working hours, and conditions of employment of
3 Plaintiff and the other class members so as to make each of said Defendants employers and
4 employers liable under the statutory provisions set forth herein.

5 **CLASS ACTION ALLEGATIONS**

6 13. Plaintiff brings this action on his own behalf and on behalf of all other members
7 of the general public similarly situated, and, thus, seeks class certification under Code of Civil
8 Procedure section 382.

9 14. The proposed class is defined as follows:

10 15. All individuals who were hired by Workforce Enterprises WFE, Inc. and
11 assigned to work for UNITED LEGWEAR COMPANY, LLC and/or UNITED
12 LEGWEAR DISTRIBUTION, LLC as non-exempt, hourly employees during
13 the period from April 17, 2019 to January 31, 2023, as well as all individuals
14 who were employed by UNITED LEGWEAR COMPANY, LLC and/or
15 UNITED LEGWEAR DISTRIBUTION, LLC as non-exempt, hourly
16 employees during the period from April 17, 2019 to January 31, 2023.

17 16. Plaintiff reserves the right to establish subclasses as appropriate.

18 17. The class is ascertainable and there is a well-defined community of interest in
19 the litigation:

- 20 a. Numerosity: The class members are so numerous that joinder of all class
21 members is impracticable. The membership of the entire class is
22 unknown to Plaintiff at this time; however, the class is estimated to be
23 greater than four thousand (4,000) individuals and the identity of such
24 membership is readily ascertainable by inspection of Defendants'
25 employment records.

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- 1 b. Typicality: Plaintiff's claims are typical of all other class members'
- 2 claims as demonstrated herein. Plaintiff will fairly and adequately protect
- 3 the interests of the other class members with whom he has a well-defined
- 4 community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
- 6 each class member, with whom he has a well-defined community of
- 7 interest and typicality of claims, as demonstrated herein. Plaintiff has no
- 8 interest that is antagonistic to the other class members. Plaintiff's
- 9 attorneys, the proposed class counsel, are versed in the rules governing
- 10 class action discovery, certification, and settlement. Plaintiff has
- 11 incurred, and during the pendency of this action will continue to incur,
- 12 costs and attorneys' fees, that have been, are, and will be necessarily
- 13 expended for the prosecution of this action for the substantial benefit of
- 14 each class member.
- 15 d. Superiority: A class action is superior to other available methods for the
- 16 fair and efficient adjudication of this litigation because individual joinder
- 17 of all class members is impractical.
- 18 e. Public Policy Considerations: Certification of this lawsuit as a class
- 19 action will advance public policy objectives. Employers of this great
- 20 state violate employment and labor laws every day. Current employees
- 21 are often afraid to assert their rights out of fear of direct or indirect
- 22 retaliation. However, class actions provide the class members who are
- 23 not named in the complaint anonymity that allows for the vindication of
- 24 their rights.

25 18. There are common questions of law and fact as to the class members that

26 predominate over questions affecting only individual members. The following common

27 questions of law or fact, among others, exist as to the members of the class:

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- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the Labor Code, was willful;
- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiff and the other class members who worked overtime and earned incentive pay;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the Labor Code, including, *inter alia*, section 226;
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code section 17200, *et seq.*;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the Labor Code.

GENERAL ALLEGATIONS

19. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-exempt employee during the relevant time period in the State of California, County of San Bernardino.

21. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and the other class members' employment; and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

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1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 certain wages for overtime compensation and that Plaintiff and the other class members were
4 not receiving wages for overtime compensation.

5 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to provide Plaintiff and the other class members the required rest and meal periods
7 during the relevant time period as required under the Industrial Welfare Commission Wage
8 Orders and thus they are entitled to any and all applicable penalties.

9 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
12 and the other class members' regular rates of pay when a meal period was missed, late or
13 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
14 meal periods or payment of one additional hour of pay at their regular rates of pay when a
15 meal period was missed.

16 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and other class members were entitled to receive all
18 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's
19 and the other class members' regular rates of pay when a rest period was missed, late or
20 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
21 payment of one additional hour of pay at their regular rates of pay when a rest period was
22 missed.

23 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 at least minimum wages for compensation and that Plaintiff and the other class members were
26 not receiving at least minimum wages for all hours worked.

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1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 the wages owed to them upon discharge or resignation, including overtime and minimum
4 wages and meal and rest period premiums, and that Plaintiff and the other class members did
5 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

6 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 complete and accurate wage statements in accordance with California law, but, in fact,
9 Plaintiff and the other class members did not receive complete and accurate wage statements
10 from Defendants. The deficiencies included, inter alia, the failure to include the total number
11 of hours worked by Plaintiff and the other class members.

12 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to
14 reimbursement for necessary business-related expenses.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Defendants had to keep complete and accurate payroll records
17 for Plaintiff and the other class members in accordance with California law, but, in fact, did
18 not keep complete and accurate payroll records for Plaintiff and the other class members.

19 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiff and the other class
21 members pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiff and the other class members that they were properly denied wages, all
24 in order to increase Defendants' profits.

25 37. During the relevant time period set forth herein, Defendants failed to pay
26 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and the
27 other class members were required to work more than eight (8) hours per day and/or forty (40)
28 hours per week without overtime compensation.

38. During the relevant time period set forth herein, Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class members.

39. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

40. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the wages owed to them upon discharge or resignation.

41. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

42. During the relevant time period set forth herein, Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses.

43. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

44. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

45. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR DISTRIBUTION, LLC, and DOES 1 through 100)

46. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 45, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 47. Labor Code section 1198 and the applicable Industrial Welfare Commission
2 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating
3 them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay,
4 depending on the number of hours worked by the person on a daily or weekly basis.

5 48. Specifically, the applicable IWC Wage Order provides that Defendants are and
6 were required to pay Plaintiff and the other class members employed by Defendants, who
7 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
8 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
9 than forty (40) hours in a workweek.

10 49. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiff and the other class members overtime compensation at a rate of two
12 times their regular rates of pay for all hours worked in excess of twelve (12) hours in a day.

13 50. Labor Code section 510 codifies the right to overtime compensation at one-and-
14 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
15 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,
16 and overtime compensation at twice the regular hourly rate for hours worked in excess of
17 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

18 51. During the relevant time period set forth herein, Plaintiff and the other class
19 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
20 a week.

21 52. During the relevant time period set forth herein, Defendants intentionally and
22 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

23 53. Defendants’ failure to pay Plaintiff and the other class members the unpaid
24 balance of overtime compensation, as required by California laws, violates the provisions of
25 Labor Code sections 510 and 1198, and is therefore unlawful.

26 54. Per Labor Code section 1194, Plaintiff and the other class members are entitled
27 to recover unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

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1 60. During the relevant time period set forth herein, Plaintiff and the other class
2 members who were scheduled to work for a period of time no longer than six (6) hours, and
3 who did not waive their legally mandated meal periods by mutual consent, were required to
4 work for periods longer than five (5) hours without an uninterrupted meal period of not less
5 than thirty (30) minutes and/or without a rest period.

6 61. During the relevant time period set forth herein, Plaintiff and the other class
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,
8 and who did not waive their legally mandated meal periods by mutual consent, were required
9 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
10 than thirty (30) minutes and/or without a rest period.

11 62. During the relevant time period set forth herein, Plaintiff and the other class
12 members who were scheduled to work for a period of time in excess of six (6) hours were
13 required to work for periods longer than five (5) hours without an uninterrupted meal period
14 of not less than thirty (30) minutes and/or without a rest period.

15 63. During the relevant time period set forth herein, Plaintiff and the other class
16 members who were scheduled to work for a period of time in excess of twelve (12) hours were
17 required to work for periods longer than ten (10) hours without an uninterrupted meal period
18 of not less than thirty (30) minutes and/or without a rest period.

19 64. During the relevant time period set forth herein, Defendants intentionally and
20 willfully required Plaintiff and the other class members to work during meal periods and failed
21 to compensate Plaintiff and the other class members the full meal period premium for work
22 performed during meal periods.

23 65. During the relevant time period set forth herein, Defendants failed to pay
24 Plaintiff and the other class members the full meal period premium due pursuant to Labor
25 Code section 226.7.

26 66. Defendants' conduct violates applicable IWC Wage Order and Labor Code
27 sections 226.7 and 512(a).

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1 67. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b),
2 Plaintiff and the other class members are entitled to recover from Defendants one additional
3 hour of pay at the employees' regular rates of compensation for each workday that the meal
4 or rest period is not provided.

5 **THIRD CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226.7)**

7 **(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR**
8 **DISTRIBUTION, LLC, and DOES 1 through 100)**

9 68. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 67, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 69. During the relevant time period set forth herein, the applicable IWC Wage Order
13 and Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
14 employment by Defendants.

15 70. During the relevant time period set forth herein, Labor Code section 226.7
16 provides that no employer shall require an employee to work during any rest period mandated
17 by an applicable order of the IWC.

18 71. During the relevant time period set forth herein, the applicable IWC Wage Order
19 provides that "[e]very employer shall authorize and permit all employees to take rest periods,
20 which insofar as practicable shall be in the middle of each work period" and that the "rest
21 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
22 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less
23 than three and one-half (3 ½) hours.

24 72. During the relevant time period set forth herein, Defendants required Plaintiff
25 and the other class members to work four (4) or more hours without authorizing or permitting
26 a ten (10) minute rest period per each four (4) hour period worked.

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1 73. During the relevant time period set forth herein, Defendants willfully required
2 Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff
3 and the other class members the full rest period premium for work performed during rest
4 periods.

5 74. During the relevant time period set forth herein, Defendants failed to pay
6 Plaintiff and the other class members the full rest period premium due pursuant to Labor Code
7 section 226.7.

8 75. Defendants' conduct violates applicable IWC Wage Orders and Labor Code
9 section 226.7.

10 76. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b),
11 Plaintiff and the other class members are entitled to recover from Defendants one additional
12 hour of pay at the employees' regular rates of compensation for each workday that the rest
13 period was not provided.

14 **FOURTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 1194 and 1197)**

16 **(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR**
17 **DISTRIBUTION, LLC, and DOES 1 through 100)**

18 77. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 76, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 78. During the relevant time period set forth herein, Labor Code sections 1194 and
22 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser
23 wage than the minimum so fixed, is unlawful.

24 79. During the relevant time period set forth herein, Defendants failed to pay
25 minimum wages to Plaintiff and the other class members as required, pursuant to Labor Code
26 sections 1194 and 1197.

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80. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

81. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203, 204 and 221)

**(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR
DISTRIBUTION, LLC, and DOES 1 through 100)**

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. During the relevant time period, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

1 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
2 his or her Social Security number, (8) the name and address of the legal entity that is the
3 employer, and (9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee. The deductions
5 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
6 showing the month, day, and year, and a copy of the statement or a record of the deductions
7 shall be kept on file by the employer for at least three years at the place of employment or at
8 a central location within the State of California.

9 92. Defendants have intentionally and willfully failed to provide Plaintiff and the
10 other class members with complete and accurate wage statements. The deficiencies include
11 but are not limited to, the failure to include the total number of hours worked by Plaintiff and
12 the other class members.

13 93. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and
14 the other class members have suffered injury and damage to their statutorily protected rights.

15 94. More specifically, Plaintiff and the other class members have been injured by
16 Defendants' intentional and willful violation of Labor Code section 226(a) because they were
17 denied both their legal right to receive, and their protected interest in receiving, accurate and
18 itemized wage statements pursuant to Labor Code section 226(a).

19 95. Plaintiff and the other class members are entitled to recover from Defendants the
20 greater of their actual damages caused by Defendants' failure to comply with Labor Code
21 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

22 96. Plaintiff and the other class members are also entitled to injunctive relief to
23 ensure compliance with this section, pursuant to Labor Code section 226(g).

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(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR DISTRIBUTION, LLC, and DOES 1 through 100)

98. During the relevant time period set forth herein, Labor Code sections 2800 and 2802 provide that an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

100. Pursuant to Labor Code sections 2800 and 2802, Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

(Violation of Labor Code §§ 2698, et seq.)

101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 102. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
2 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
3 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
4 departments, divisions, commissions, boards, agencies, or employees for a violation of the
5 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
6 behalf of himself or herself, and other current or former employees.

7 103. On April 17, 2020, Plaintiff provided written notice to the LWDA and Defendants
8 of the specific provisions of the Labor Code she contends were violated, and the theories
9 supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy
10 of the April 17, 2020 written notice to the LWDA. Plaintiff believes that on or about June 22,
11 2020, the 65-day notice period expired as to all Defendants, and the LWDA did not take any
12 action to investigate or prosecute this matter. Therefore, Plaintiff has exhausted the statutory
13 time period to bring this action.

14 104. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
15 employees” as defined by Labor Code section 2699(c) in that they are all individuals who were
16 hired by Workforce Enterprises WFE, Inc. and assigned to work for UNITED LEGWEAR
17 COMPANY, LLC and/or UNITED LEGWEAR DISTRIBUTION, LLC as non-exempt, hourly
18 employees during the period from April 17, 2019 to January 31, 2023, as well as all individuals
19 who were employed by UNITED LEGWEAR COMPANY, LLC and/or UNITED LEGWEAR
20 DISTRIBUTION, LLC as non-exempt, hourly employees during the period from April 17, 2019
21 to January 31, 2023, and one or more of the alleged violations was committed against them.

22 **Failure to Pay Minimum and Overtime Wages**

23 105. At all times relevant herein, Defendants were required to compensate their non-
24 exempt employees minimum wages for all hours worked and overtime wages for all hours
25 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
26 mandate of Labor Code sections 510, 1194, 1197, and 1198.

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106. As a pattern and practice, Defendants failed to compensate Plaintiff and other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

Failure to Provide Meal Periods and Rest Breaks

107. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

108. As a pattern and practice, Defendants failed to provide Plaintiff and other aggrieved current and former employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

109. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

110. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all wages due and owing them within the required time period.

Failure to Timely Pay Wages Upon Termination

111. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201 to 204.

112. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

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1 **Failure to Provide Complete and Accurate Wage Statements**

2 113. At all times relevant herein, Defendants were required to keep *accurate* records
3 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
4 1174.

5 114. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff and other aggrieved current and former employees.
7 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
8 Plaintiff and other aggrieved current and former employees' gross wages earned, total hours
9 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
10 hours worked at each hourly rate.

11 **Failure to Reimburse Business Expenses**

12 115. At all times relevant herein, Defendants were required to reimburse its employees
13 for any and all necessary expenditures or losses incurred by the employees in direct
14 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
15 sections 2800 and 2802.

16 116. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved
17 current and former employees all business expenses incurred and owing them within the
18 required time period.

19 **Penalties**

20 117. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of
21 other current and former aggrieved employees, requests and is entitled to recover from
22 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
23 including but not limited to:

- 24 a. Penalties under Labor Code section 2699 in the amount of a hundred
25 dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee
27 per pay period for each subsequent violation;

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- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, *et seq.*)
(Against UNITED LEGWEAR COMPANY, LLC, UNITED LEGWEAR
DISTRIBUTION, LLC, and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 119. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiff, other class members, the general public, and Defendants'
3 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure section 1021.5.

5 120. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of Business & Professions Code
7 section 17200, *et seq.*

8 121. A violation of Business & Professions Code section 17200, *et seq.* may be
9 predicated on the violation of any state or federal law. In this instant case, Defendants' policy
10 and practice of requiring Plaintiff and the other class members to work overtime hours without
11 paying them proper compensation violates Labor Code sections 510 and 1198. Additionally,
12 Defendants' policy and practice of requiring Plaintiff and the other class members to work
13 through their meal and rest periods without paying them proper compensation violates Labor
14 Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to
15 timely pay wages to Plaintiff and the other class members violates Labor Code sections 201
16 and 202. Defendants also violated Labor Code sections 226(a), 1194, 1197, 2800, and 2802.

17 122. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 123. Plaintiff and the other class members have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not
21 necessarily limited to the loss of money and/or property.

22 124. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff and
23 the other class members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of this Complaint;
25 an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other
26 applicable laws; and an award of costs.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
6 general public similarly situated, prays for relief and judgment against Defendants, jointly and
7 severally, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
- 10 2. That Plaintiff be appointed as representative of the Class;
- 11 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 12 4. That Defendants provide to Class Counsel immediately the names and most
13 current contact information (address, e-mail, and telephone numbers) of all class members.

14 **As to the First Cause of Action**

15 5. That the Court declare, adjudge, and decree that Defendants violated Labor Code
16 sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
17 overtime wages due to Plaintiff and the other class members;

18 6. For general unpaid wages at overtime wage rates and such general and special
19 damages as may be appropriate;

20 7. For pre-judgment interest on any unpaid overtime compensation commencing
21 from the date such amounts were due;

22 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
23 Code section 1194; and

24 9. For such other and further relief as the Court may deem just and proper.

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge, and decree that Defendants violated Labor Code
27 sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all
28 meal periods (including second meal periods) to Plaintiff and the other class members;

1 11. That the Court make an award to Plaintiff and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
3 period was not provided;

4 12. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 13. For premium wages pursuant to Labor Code section 226.7(b);

7 14. For pre-judgment interest on any unpaid wages from the date such amounts were
8 due;

9 15. For reasonable attorneys' fees and costs of suit incurred herein; and

10 16. For such other and further relief as the Court may deem just and proper.

11 **As to the Third Cause of Action**

12 17. That the Court declare, adjudge, and decree that Defendants violated Labor Code
13 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods
14 to Plaintiff and the other class members;

15 18. That the Court make an award to Plaintiff and the other class members of one
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
17 period was not provided;

18 19. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 20. For premium wages pursuant to Labor Code section 226.7(b);

21 21. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due; and

23 22. For such other and further relief as the Court may deem just and proper.

24 **As to the Fourth Cause of Action**

25 23. That the Court declare, adjudge, and decree that Defendants violated Labor Code
26 sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other
27 class members;

28 ///

1 24. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 25. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due;

5 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
6 Code section 1194(a);

7 27. For liquidated damages pursuant to Labor Code section 1194.2; and

8 28. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 29. That the Court declare, adjudge, and decree that Defendants violated Labor Code
11 sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
12 termination of the employment of Plaintiff and the other class members no longer employed
13 by Defendants;

14 30. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 31. For statutory wage penalties pursuant to Labor Code section 203 for the other
17 class members who have left Defendants' employ;

18 32. For pre-judgment interest on any unpaid compensation from the date such
19 amounts were due; and

20 33. For such other and further relief as the Court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 34. That the Court declare, adjudge, and decree that Defendants violated the record
23 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to
24 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage
25 statements thereto;

26 35. For actual, consequential, and incidental losses and damages, according to proof;

27 36. For statutory penalties pursuant to Labor Code section 226(e);

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37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 2698, *et seq.* (PAGA) for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders;

46. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated Business & Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, and failing to pay Plaintiff and the other class members' wages timely as required by Labor Code sections 201 and 202;

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1 49. For restitution of unpaid wages to Plaintiff and the other class members and all
2 pre-judgment interest from the day such amounts were due and payable;

3 50. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of Business & Professions Code section 17200, *et seq.*;

6 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code
7 of Civil Procedure section 1021.5;

8 52. For injunctive relief to ensure compliance with this section, pursuant to Business
9 & Professions Code section 17200, *et seq.*; and

10 53. For such other and further relief as the Court may deem just and proper.
11

12 Dated: April 11, 2024

JUSTICE LAW CORPORATION

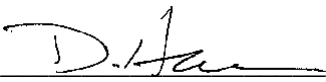
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14 By: 
15 Douglas Han
16 Shunt Tatavos-Gharajeh
17 Attorneys for Plaintiff
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EXHIBIT 1

April 17, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: UNITED LEGWEAR COMPANY, LLC AND UNITED LEGWEAR
DISTRIBUTION, LLC**

Dear Representative:

We have been retained to represent Sara Boyle against United Legwear Company, LLC and United Legwear Distribution, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "UNITED LEGWEAR").

Ms. Boyle is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Boyle may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

United Legwear Company, LLC is a Delaware limited liability company located at 1420 Abbot Kinney Boulevard, Venice, California 90291. United Legwear Distribution, LLC is a Delaware limited liability company located at 12252 Whittier Boulevard 90602.

UNITED LEGWEAR employed Ms. Boyle as an hourly-paid non-exempt Warehouse worker and Forklift Driver within one year of the date of this letter (until in or about March of 2020) in the State of California. Workforce Management Group, Inc. placed Ms. Boyle at UNITED LEGWEAR. UNITED LEGWEAR directly controlled the wages, hours and working conditions of Ms. Boyle's employment. UNITED LEGWEAR also directly supervised Ms. Boyle's work.

¹ Ms. Boyle does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20,

The “aggrieved employees” that Ms. Boyle may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of UNITED LEGWEAR within the State of California.

UNITED LEGWEAR failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Boyle has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at UNITED LEGWEAR, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

UNITED LEGWEAR has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Boyle and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. UNITED LEGWEAR failed to compensate aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. UNITED LEGWEAR also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Boyle and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, UNITED LEGWEAR routinely required Ms. Boyle and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with UNITED LEGWEAR policies and expectations, and meet production goals. Further, UNITED LEGWEAR failed to authorize and permit Ms. Boyle and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, UNITED LEGWEAR failed to compensate Ms. Boyle and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, UNITED LEGWEAR failed to pay Ms. Boyle and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, UNITED LEGWEAR failed to pay Ms. Boyle and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, UNITED LEGWEAR did not provide Ms. Boyle and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from UNITED LEGWEAR were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Boyle and other aggrieved employees, (2) total hours worked by Ms. Boyle and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Boyle and other aggrieved employees (4) all deductions for Ms. Boyle and other aggrieved employees, (5) net wages earned by Ms. Boyle and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Boyle and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Boyle and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Boyle and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, UNITED LEGWEAR failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Boyle and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, UNITED LEGWEAR did not provide Ms. Boyle and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by UNITED LEGWEAR, including for purchasing personal protective equipment they were required to wear while working.

We believe that Ms. Boyle and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Boyle will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of UNITED LEGWEAR within one year of the date of this letter, as allowed by law.

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LWDA
April 17, 2020
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only)

Cogency Global, Inc.
c/o United Legwear Company, LLC and United Legwear Distribution, LLC
1325 J Street, Suite 1550
Sacramento, California 95814
Agent for Service of Process for United Legwear Company, LLC and United Legwear Distribution, LLC

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed 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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On May 14, 2024, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Boyle v. United Legwear Company, LLC et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-783563-20**
Court Case No.: CIVDS2015270
San Bernardino Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 14, 2024, at Pasadena, California.



Mariah Anderson