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IBRAHIM HASAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

IBRAHIM HASAN, as an aggrieved
employee and private attorney general,

Plaintiff,

vs.

MADDEN CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CIVDS 2019028**

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

COPY

1 Plaintiff IBRAHIM HASAN (“Plaintiff”), as an aggrieved employee and as a private
2 attorney general, based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
4 as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants MADDEN CORPORATION, and
7 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) as a
8 representative action on behalf of himself and certain other current and former non-exempt
9 employees of Defendants against whom one or more of the alleged violations was committed
10 (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor
11 Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the
12 alleged violations was committed. The civil penalties sought by Plaintiff exceed the minimal
13 jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

18 3. This Court has jurisdiction over Defendants because, upon information and belief,
19 Defendants are citizens of California, have sufficient minimum contacts in California, or
20 otherwise intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play and
22 substantial justice.

23 4. Venue is proper in this Court because, upon information and belief, Defendants
24 maintain offices, have agents, and/or transact business in the State of California, County of San
25 Bernardino.

26 **PARTIES**

27 5. Plaintiff IBRAHIM HASAN is an individual residing in the State of California.

28 6. Defendant MADDEN CORPORATION is and at all times herein mentioned was,

1 a corporation organized and existing under the laws of the State of California and registered to do
2 business in the state of California.

3 7. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
4 and therefore sues these defendants by such fictitious names. The Doe defendants may be
5 individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges,
6 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
7 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
8 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
9 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
10 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
11 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
12 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
13 were proximately caused by its conduct.

14 8. Defendants are and at all times herein mentioned were, (a) conducting business in
15 the County of San Bernardino, State of California, and (b) the employer of Plaintiff consistent
16 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
17 Orders").

18 9. Plaintiff further alleges that Defendants, directly or indirectly controlled or
19 affected the working conditions, wages, working hours, and conditions of employment of Plaintiff
20 and Aggrieved Employees so as to make each of said Defendants employers and employers jointly
21 liable under the statutory provisions set forth herein.

22 **GENERAL ALLEGATIONS**

23 10. Defendants are a delivery, warehouse, distribution, logistics, courier and freight
24 services provider with warehouses and offices throughout Southern California, including in the
25 County of San Bernardino.

26 11. Defendants employed Plaintiff to work as a courier from approximately April 2019
27 to January 2020.

28 12. At all relevant times set forth herein, Defendants employed Plaintiff and

Aggrieved Employees as hourly-paid or non-exempt employees.

13. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff and Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and Aggrieved Employees; and to hire and terminate the employment of Plaintiff and Aggrieved Employees.

14. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

15. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiff and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses.

16. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more

1 than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by
2 Plaintiff and Aggrieved Employees.

3 17. Throughout the time period involved in this case, Defendants did not adequately
4 inform Plaintiff and Aggrieved Employees of their right to take meal periods under California
5 law. Moreover, Defendants systematically disregarded their own written policies regarding the
6 provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead,
7 Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a
8 way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
9 and Aggrieved Employees to work through their meal periods, for which they were not
10 compensated. Defendant also required Plaintiff and Aggrieved Employees remain on-call and
11 respond to work-related requests at all times, including during meal periods, which included
12 monitoring and responding to employer-issued cell phones or other communication devices

13 18. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
14 and Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
15 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
16 and Aggrieved Employees were entitled to receive all meal periods or payment of one additional
17 hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or
18 interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
19 compliant meal periods to Plaintiff and Aggrieved Employees, and routinely failed pay one
20 additional hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a
meal period was missed, short, late, and/or interrupted.

21 19. Throughout the time period involved in this case, Defendants have implemented
22 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely
23 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff
24 and Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
25 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
26 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
27 permit, and provide such rest breaks in the middle of each work period.
28

1 20. Throughout the time period involved in this case, Defendants did not adequately
2 inform Plaintiff and Aggrieved Employees of their right to take rest periods under California law.
3 Moreover, Defendants systematically disregarded their own written policies regarding the
4 provision and timing of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants'
5 actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that
6 regularly prohibited them from taking timely and duty free rest periods, and to regularly require
7 Plaintiff and Aggrieved Employees to work through their rest periods. Defendant also required
8 Plaintiff and Aggrieved Employees remain on-call and respond to work-related requests at all
9 times, including during rest periods, which included monitoring and responding to employer-
10 issued cell phones or other communication devices

11 21. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
12 and Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or
13 shortened in violation of California law. Defendants knew or should have known that Plaintiff
14 and Aggrieved Employees were entitled to receive all rest periods or payment of one additional
15 hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
16 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
17 Plaintiff and Aggrieved Employees to take duty-free rest periods, and failed to pay one additional
18 hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a rest period
was missed, short, late and/or interrupted.

19 22. Throughout the time period involved in this case, Defendant regularly required
20 Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants
21 prohibited overtime, Defendants still regularly required Plaintiff and Aggrieved Employees
22 complete all of their assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly
23 required to perform work off-the-clock for which they were not compensated.

24 23. Throughout the time period involved in this case, Defendants implemented policies
25 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
26 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

27 24. Throughout the time period involved in this case, Plaintiff and Aggrieved
28

1 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

2 25. Throughout the time period involved in this case, Defendants regularly failed to
3 pay overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess
4 of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess
5 of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
6 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
7 receive certain wages for overtime or double overtime compensation and that they were not
8 receiving wages for overtime or double overtime compensation.

9 26. Throughout the time period involved in this case, Defendants failed to pay
10 overtime to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular
11 rates of pay correctly calculated to include all applicable remuneration.

12 27. Throughout the time period involved in this case, Defendants regularly failed to
13 pay Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants
14 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at
15 least minimum wages for all hours worked and that they were not receiving at least minimum
16 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
17 failing to pay Plaintiff and Aggrieved Employees at the required minimum wage pursuant to
18 California law, and requiring Plaintiff and Aggrieved Employees to perform work off the clock.

19 28. Throughout the time period involved in this case, Defendants regularly failed to
20 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
21 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
22 to receive at least minimum wages for all hours worked and that they were not receiving at least
23 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
24 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
25 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock,
26 and failing to accurately record all time actually worked by Plaintiff and the Aggrieved
27 Employees.

28 29. Throughout the time period involved in this case, Defendants regularly failed to

1 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
2 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
3 to receive all wages owed to them upon termination within the time permissible under California
4 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
5 final wages owed to them upon discharge or resignation, including overtime compensation and
6 minimum wages within any time permissible under California Labor Code section 202.

7 30. Throughout the time period involved in this case, Defendants regularly failed to
8 pay Plaintiff and Aggrieved Employees all wages within any time permissible under California
9 law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have
10 known that Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them
11 during their employment. Plaintiff and Aggrieved Employees did not receive payment of all
12 wages, including overtime compensation, minimum wages, and meal and rest period premiums,
13 within any time permissible under California Labor Code section 204.

14 31. Throughout the time period involved in this case, Defendants regularly failed to
15 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
16 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact, they did
18 not receive complete and accurate wage statements from Defendants. The deficiencies included,
19 *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned.

20 32. Throughout the time period involved in this case, Defendants regularly failed to
21 keep complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants
22 knew or should have known that Defendants were required keep complete and accurate payroll
23 records for Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did
24 not keep complete and accurate payroll records.

25 33. Throughout the time period involved in this case, Defendants regularly failed to
26 maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods,
27 meal periods, total daily hours, hours per pay period, and applicable pay rates.

28 34. Throughout the time period involved in this Case, Defendants failed to reimburse

1 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but
2 not limited to expenses incurred in the use of their personal vehicles for work related purposes.
3 Defendants knew or should have known that Defendants were required to reimburse Plaintiff and
4 the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed
5 to do so in violation of California law.

6 35. Throughout the time period involved in this case, Defendants knew or should have
7 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to
8 California law. Defendants had the financial ability to pay such compensation, but willfully,
9 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved
10 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

11 36. On or about June 24, 2020, Plaintiff notified Defendants via certified mail and
12 filed an online PAGA claim notice with the California Labor and Workforce Development
13 Agency ("LWDA") identifying Defendants' violations of the California Labor Code identified in
14 this Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor
15 Code section 2698 *et seq.* in accord with Cal. Lab. Code section 2699.3. As of the filing of this
16 Complaint, the LWDA has not responded to Plaintiff's PAGA claim notice.

17 **FIRST CAUSE OF ACTION**

18 **(Violation of California Labor Code § 2699, Et Seq.)**

19 **(Against All Defendants)**

20 37. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 38. Plaintiff brings his first and only cause of action as a representative action on
23 behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general
24 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et
25 seq. ("PAGA").

26 39. PAGA specifically provides for a private right of action to recover civil penalties
27 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
28 provision of this code that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
2 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
3 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
4 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
5 2699(a).

6 40. Plaintiff was employed by Defendants and the Labor Code violations alleged above
7 were committed against him during his time of employment. Plaintiff and the other non-exempt
8 employees of Defendants are therefore “aggrieved employees” as defined by California Labor
9 Code section 2699(c) in that they are all current or former employees of Defendants, and one or
10 more of the alleged violations were committed against them.

11 41. As set forth in detail above, during all times relevant to this Action, Defendant
12 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
13 Codes by:

- 14 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
15 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 16 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
17 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 18 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
19 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
20 hour of premium pay for meal period violations in violation of Labor Code §§
21 226.7 and 512.
- 22 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
23 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
24 Employees an additional hour of premium pay for rest period violations in
25 violation of Labor Code §§ 226.7 and 512.
- 26 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
27 their employment in violation of Labor Code § 203.

- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

42. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5 and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

43. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On June 24, 2020, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff's June 24, 2020 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the

1 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and
2 other Aggrieved Employees pursuant to Labor Code § 2699.3.

3 44. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
5 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs
6 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, and
9 as a private attorney general, prays for relief and judgment against Defendants, jointly and
10 severally, as follows:

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

12 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
13 Code;

14 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
15 210, 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code
16 and/or other applicable statutes; and

17 3. For such other relief as the Court deems just and proper

18 Dated: September 11, 2020

PROTECTION LAW GROUP

19
20 By: 

21 Amir Nayebdadash
22 Heather Davis
23 S. Emi Minne

24 Attorneys for Plaintiff
25 IBRAHIM HASAN
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27
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: September 11, 2020

PROTECTION LAW GROUP

By: 

Amir Nayebdadash
Heather Davis
S. Emi Minne

Attorneys for Plaintiff
IBRAHIM HASAN