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Attorneys for Plaintiff WAFFE AMALIA AL
HAJARI EL HALLAL, individually, and on
behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

21STCV07328

WAFFE AMALIA AL HAJARI EL HALLAL,
individually, and on behalf of others similarly
situated,

Plaintiff,

vs.

DON ROBERTO JEWELERS, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants

CASE NO.:

COMPLAINT FOR:

1. Penalties under the Labor Code Private Attorneys General Act, as Representative Action (California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 PLAINTIFF WAFFE AMALIA AL HAJARI EL HALLAL (“PLAINTIFF”) an
2 individual, demanding a jury trial, on behalf of herself and other persons similarly situated,
3 hereby alleges as follows:

4 **INTRODUCTION**

5 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
6 employees of Defendants DON ROBERTO JEWELERS, INC., a California corporation; and
7 DOES 1 through 50 (collectively “DEFENDANTS”), to recover penalties arising from unpaid
8 wages earned and due, including but not limited to unpaid and illegally calculated overtime and
9 minimum wage compensation, illegal meal and rest period policies, failure to pay all wages due
10 to discharged or quitting employees, failure to maintain required records, failure to provide
11 accurate itemized wage statements, failure to timely pay wages during employment, and failure to
12 indemnify employees for necessary expenditures and/or losses incurred in discharging their
13 duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
17 and residents of, and/or regularly conduct business in, California. Further, no federal question is
18 at issue because the claims are based solely on California law.

19 3. Venue is proper in this judicial district and the County of Los Angeles, California
20 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles
21 and many of DEFENDANTS’ unlawful actions and omissions, as set forth herein, occurred in the
22 County of Los Angeles.

23 **PARTIES**

24 4. PLAINTIFF is a male resident of the State of California. PLAINTIFF was
25 employed by DEFENDANTS in the State of California as a non-exempt employee at times
26 material to this complaint.

27 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
28 DON ROBERTO JEWELERS, INC. is, and at all times relevant hereto was, a California

1 corporation organized and existing under the laws of the State of California. PLAINTIFF is
2 further informed and believes, and thereon alleges, that DEFENDANT DON ROBERTO
3 JEWELERS, INC. is authorized to conduct business in the State of California, and does conduct
4 business in the State of California.

5 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
6 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
7 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
8 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
9 that PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
10 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
11 court to amend this complaint to allege the true names and capacities of such DOE defendants
12 when ascertained.

13 7. At all relevant times herein, DEFENDANTS were the joint employers of
14 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
15 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
16 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
17 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
18 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
19 defendant, and each was the alter ego of the other.

20 8. At all relevant times herein, on information and belief, PLAINTIFF and other
21 aggrieved employees were employed by DEFENDANTS under employment agreements that
22 were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged
23 herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies
24 and practices of not paying PLAINTIFF and other aggrieved employees all wages earned and
25 due, through methods and schemes which include, but are not limited to, failing to pay overtime
26 premiums; failing to pay minimum wages; failing to provide rest periods and meal periods;
27 failing to pay meal and rest period premium payments; failing to properly maintain records;
28 failing to provide accurate itemized statements for each pay period; failing to timely pay wages

1 during employment; failing to properly compensate PLAINTIFF and other aggrieved employees
2 for necessary expenditures; and requiring, permitting or suffering the employees to work off the
3 clock, in violation of the California Labor Code and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order.

5 9. PLAINTIFF is informed and believes, and thereon allege, that each and every one
6 of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 10. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 11. Pursuant to the California Labor Code Private Attorneys General Act of 2004
16 (“PAGA”), Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and
17 all current and former non-exempt aggrieved employees of DEFENDANTS in the State of
18 California.

19 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave notice to the California Labor
20 and Workforce Development Agency (“LWDA”) by filing on the website
21 <https://dir.tfaforms.net/295> on December 1, 2020, and to DEFENDANTS by certified mail,
22 postmarked December 1, 2020, of the specific provisions of the Labor Code and applicable wage
23 order alleged to have been violated, including the facts and theories to support the alleged
24 violations. Within sixty (60) calendar days of the December 1, 2020 postmark date of
25 PLAINTIFF’s notice letter, the LWDA did not provide notice to PLAINTIFF that it intends to
26 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
27 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
28 time limited for the commencement of this civil action. Therefore, PLAINTIFF has complied

1 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
2 representative action under PAGA.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11]**

6 13. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
7 to deprive their current and former non-exempt employees of all wages earned and due,
8 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
9 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
10 provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to
11 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-2001, § 11.

12 14. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
13 Order No. 7-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
14 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
15 one additional hour of compensation at each employee's regular rate of pay for each workday that
16 a meal period was not provided.

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code § 226.7; IWC Wage Order No. 7-2001, § 12]**

19 15. At all times relevant herein, as part of DEFENDANTS' illegal policies and
20 practices to deprive their current and former non-exempt employees all wages earned and due,
21 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
22 required under Labor Code § 226.7 and IWC Wage Order No. 7-2001, § 12.

23 16. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 7-
24 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
25 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
26 compensation at each employee's regular rate of pay for each workday that a rest period was not
27 provided.

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1 **Failure to Pay Overtime Wages**

2 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

3 17. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001, § 3,
4 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
5 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
6 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
7 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
8 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
9 on the seventh consecutive day of work in any workweek.

10 18. PLAINTIFF and other aggrieved employees are current and former non-exempt
11 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
12 IWC Wage Order No. 7-2001. At times relevant herein, DEFENDANTS failed to compensate
13 PLAINTIFF and other aggrieved employees for all overtime hours worked as required under the
14 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
15 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
16 Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; requiring, suffering or permitting
17 PLAINTIFF and other aggrieved employees to work off the clock; requiring, permitting or
18 suffering PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
19 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked;
20 enforcing an unlawful rounding policy resulting, in practice over time, in the systematic
21 underpayment of overtime wages to PLAINTIFF and CLASS MEMBERS; failing to properly
22 maintain PLAINTIFF's and other aggrieved employees' records; failing to provide accurate
23 itemized wage statements to PLAINTIFF and other aggrieved employees for each pay period; and
24 other methods to be discovered.

25 19. DEFENDANTS have knowingly and willfully refused to perform their obligations
26 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
27 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 7-2001, § 3.

28 ///

1 **Failure to Pay Minimum Wages**

2 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

3 20. Pursuant to Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-2001, § 4,
4 payment to an employee of less than the applicable minimum wage for all hours worked in a
5 payroll period is unlawful.

6 21. At times relevant herein, in violation of Labor Code §§ 1194 and 1197 and IWC
7 Wage Order No. 7-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and other aggrieved
8 employees the applicable minimum wages for all hours worked in a payroll period by, among
9 other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
10 work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees
11 to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
12 other aggrieved employees worked; enforcing an unlawful rounding policy resulting, in practice
13 over time, in the systematic underpayment of overtime wages to PLAINTIFF and CLASS
14 MEMBERS; failing to properly maintain PLAINTIFF's and other aggrieved employees' records;
15 failing to provide accurate itemized wage statements to PLAINTIFF and other aggrieved
16 employees for each pay period; and other methods to be discovered.

17 **Failure to Timely Pay Wages During Employment**

18 **[Cal. Labor Code § 204]**

19 22. Pursuant to Labor Code § 204, for all labor performed between the 1st and 15th
20 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
21 between the 16th and 26th day of the month during which the labor was performed. California
22 Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any
23 calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st
24 and 10th day of the following calendar month. In addition, Labor Code § 204 provides that all
25 wages earned for labor in excess of the normal work period shall be paid no later than the payday
26 of the next regular payroll period.

27 23. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
28 pay PLAINTIFF and other aggrieved employees all wages for labor performed by the next

1 regular payroll period as required by Labor Code § 204.

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 24. Pursuant to Labor Code §§ 201, 202 and 203, DEFENDANTS are required to pay
5 all earned and unpaid wages to an employee who is discharged or who quits. Labor Code § 201
6 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
7 at the time of discharge are due and payable immediately.

8 25. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
9 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
10 employment, unless the employee provided 72 hours previous notice of his or her intention to
11 quit, in which case the employee is entitled to his or wages at the time of quitting.

12 26. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
13 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
14 employer is liable for waiting time penalties in the form of continued compensation to the
15 employee at the same rate for up to 30 workdays.

16 27. At times relevant herein, in violation of Labor Code §§ 201, 202, and 203,
17 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
18 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code § 226(a); IWC Wage Order No. 7-2001, § 7]**

21 28. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
22 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
23 statements in writing showing each employee's gross wages earned, total hours worked, the
24 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
25 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
26 employee is paid, the name of the employee and only the last four digits of his or her social
27 security number or employee identification number, the name and address of the legal entity or
28 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in

1 effect during each pay period and the corresponding number of hours worked at each hourly rate,
2 in violation of Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

3 29. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
4 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
5 statements in accordance with Labor Code § 226(a).

6 30. At times relevant herein, PLAINTIFF and other aggrieved employees suffered
7 injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
8 statements as PLAINTIFF and other aggrieved employees could not promptly and easily
9 determine from the wage statement alone one or more of the following: the gross wages earned,
10 the total hours worked, all deductions made, the net wages earned, the inclusive dates of the
11 period for which the employee is paid, the name and address of the legal entity or entities
12 employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly rates in
13 effect during each pay period and the corresponding number of hours worked at each hourly rate.

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 7-2001, § 7]**

16 31. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
17 practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
18 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
19 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 7-2001, § 7, including but not limited to
20 the following records: total daily hours worked by each employee; applicable rates of pay; all
21 deductions; meal periods; time records showing when each employee begins and ends each work
22 period; and accurate itemized statements.

23 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**

24 **Duties**

25 **[Cal. Labor Code § 2802]**

26 32. Labor Code § 2802(a) requires an employer to indemnify an employee for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
28 of his or her duties, or of his or her obedience to the directions of the employer.

1 At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and other
2 aggrieved employees for all business expenses and/or losses incurred in direct consequence of the
3 discharge of their duties while working under the direction of DEFENDANTS, in violation of
4 Labor Code § 2802.

5 **FIRST CAUSE OF ACTION**

6 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
7 **of 2004**

8 **[Cal. Labor Code § 2698, *et seq.*]**

9 **(Against All DEFENDANTS)**

10 33. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 32.

12 34. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code §
13 2699(c) and a proper representative to bring a civil action on behalf of herself and other current
14 and former non-exempt aggrieved employees of DEFENDANTS pursuant to the procedures
15 specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and
16 one or more of the alleged Labor Code violations was committed against PLAINTIFF during the
17 relevant period.

18 35. PLAINTIFF seeks to recover civil penalties through a representative action
19 permitted by the PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
20 Cal.4th 969. Thus, class certification is not required.

21 36. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
22 penalties from DEFENDANTS in a representative action for the violations set forth above,
23 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
24 512, 1174(d), 1194, 1197, 1198, and 2802.

25 37. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
26 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
27 provided, including but not limited to the following:
28

- 1 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
2 DEFENDANTS are subject to a civil penalty in the amount of one hundred
3 dollars (\$100) for the initial violation and two hundred dollars (\$200) per
4 employee for each subsequent violation.
- 5 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
6 DEFENDANTS are subject to a civil penalty in the amount of two hundred
7 and fifty dollars (\$250) per aggrieved employee for the initial pay period in
8 which a violation occurs and one thousand dollars (\$1,000) per aggrieved
9 employee for each subsequent violation.
- 10 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
11 on behalf of an employer who violates, or causes to be violated, a section
12 of this chapter or any provision regulating hours and days of work in any
13 order of the Industrial Welfare Commission,” including Labor Code §§ 510
14 and 512, shall be subject to a civil penalty, in addition to any other penalty
15 provided by law, of fifty dollars (\$50) for initial violations for each
16 underpaid employee for each pay period for which the employee was
17 underpaid and one hundred dollars (\$100) for each subsequent violation for
18 each underpaid employee for each pay period for which the employee was
19 underpaid.
- 20 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
21 DEFENDANTS are subject to a civil penalty of five hundred dollars
22 (\$500).
- 23 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
24 paid to any employee a wage less than the minimum fixed by an order of
25 the commission shall be subject to a civil penalty as follows: for any initial
26 violation that is intentionally committed, one hundred dollars (\$100) for
27 each underpaid employee for each pay period for which the employee is
28 underpaid; and for each subsequent violation of the same offense, two

1 hundred fifty dollars (\$250) for each underpaid employee for each pay
2 period for which the employee is underpaid regardless of whether the
3 initial violation was intentionally committed.

4 38. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
5 penalty is not specifically provided, the following civil penalties are established: one hundred
6 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
7 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
8 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
9 violations of Labor Code provisions for which a civil penalty is not specifically provided,
10 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

11 39. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
12 Labor Code § 2699(g)(1).

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
15 prays for relief against DEFENDANTS as follows:

16 1. For civil penalties according to proof, including but not limited to the amount of
17 any underpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized
18 by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

19 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
20 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
21 judgment interest;

22 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1)
23 and/or any other applicable provisions providing for attorney's fees and costs; and

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1 4. For such further relief that the Court may deem just and proper.

2
3 DATED: February 24, 2021

MATERN LAW GROUP, PC

4
5 By: 

6 MATTHEW J. MATERN

7 MATTHEW W. GORDON

8 VANESSA M. RODRIGUEZ

9 Attorneys for Plaintiff

10 WAFFE AMALIA AL HAJARIEL HALLAL,
11 individually, and on behalf of other persons
12 similarly situated
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DATED: February 24, 2021

MATERN LAW GROUP, PC

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