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

ELISHA CHOI, an individual and a minor by
 and through her guardian ad litem, on behalf of
 herself and all other aggrieved employees,

Plaintiff,

vs.

FRANCESCA'S OPERATIONS, INC., a
 Delaware corporation; FHC HOLDINGS
 CORPORATION, a Delaware corporation;
 FRANCESCA'S COLLECTIONS, INC., a
 Texas corporation; FRANCESCA'S
 ACQUISITION, LLC, a Delaware limited
 liability company; TERRAMAR CAPITAL,
 LLC, a Delaware limited liability company; and
 DOES 1 through 10 inclusive,

Defendants.

Case No. 22STCV12421

**REPRESENTATIVE ACTION
 COMPLAINT FOR VIOLATION OF
 THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004 (CAL. LAB.
 CODE §§ 2698, ET SEQ.)**

1 Plaintiff ELISHA CHOI (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against
4 FRANCESCA’S OPERATIONS, INC., a Delaware corporation; FHC HOLDINGS
5 CORPORATION, a Delaware corporation; FRANCESCA’S COLLECTIONS, INC., a Texas
6 corporation; FRANCESCA’S ACQUISITION, LLC, a Delaware limited liability company;
7 TERRAMAR CAPITAL, LLC, a Delaware limited liability company; and DOES 1 through 10
8 inclusive (collectively “Defendants”), and hereby alleges with knowledge with respect to her own acts
9 and on information and belief as to other matters as follows:

10 **INTRODUCTION**

11 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
12 brought by Plaintiff on behalf of herself and all current and former employees of Defendants employed
13 in California during the PAGA Period (collectively the “Aggrieved Employees”). The term “PAGA
14 Period” is defined as from one year prior to the submission of Plaintiff’s notice of Labor Code
15 violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants through the
16 date of trial.

17 2. Defendants own and/or operate store’s by the name of “Francesca’s”, a specialty
18 retailer offering the latest in women’s apparel, jewelry, shoes, accessories, and gift items. Defendants
19 have over 450 boutiques across the United States, with boutiques located throughout California,
20 including but not limited to, in Arcadia, Burlingame, Carlsbad, Chico, Chino Hills, Escondido, Gilroy,
21 Huntington Beach, Irvine, La Jolla, Lafayette, Manhattan Beach, Mission Viejo, Monterey, Napa,
22 Newport Beach, Palm Springs, Pleasanton, Rancho Cucamonga, Riverside, Roseville, Sacramento,
23 San Diego, San Jose, San Luis Obispo, San Mateo, Temecula, Thousand Oaks, Torrance, Universal
24 City, Valencia, and Visalia. Defendants also sell products on their two e-commerce websites,
25 www.francescas.com and www.frankishop.com, and Instagram.

26 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
27 Defendants and performed work for Defendants at Defendants’ boutiques throughout California.
28 Plaintiff worked as a sales lead and stylist at Defendants’ boutiques located at 285 Newport Center

1 Drive, Newport Beach, CA 92660 and 21028 Pacific Coast Highway, Suite E116, Huntington Beach,
2 CA 92648.

3 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
4 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
5 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
6 wages (including minimum, regular, and overtime wages), failing to provide compliant meal and rest
7 periods or compensation in lieu thereof, failing to timely pay all wages due upon separation of
8 employment, failing to provide accurate itemized wage statements, failing to maintain accurate records
9 of hours worked, and failing to reimburse business expenses.

10 5. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
11 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
12 Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code
13 Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 450, 510, 512, 1174, 1174.5, 1194, 1197,
14 1197.1, 1198, 2800, and 2802.

15 6. Plaintiff brings this representative action on behalf of herself and other Aggrieved
16 Employees and seeks civil penalties, attorneys’ fees, and costs pursuant to Labor Code Sections 1194.2
17 and 2698, *et seq.* against Defendants.

18 **JURISDICTION AND VENUE**

19 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
20 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
21 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
22 arises under California law. Further, this is a representative PAGA action and the monetary damages,
23 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
24 the Superior Court and will be established according to proof at trial. In addition, PAGA penalties
25 cannot be aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

26 8. This Court has jurisdiction over all Defendants because each defendant has sufficient
27 minimum contacts with California, having intentionally availed itself of the California forum so as to
28 render the exercise of jurisdiction over it by this Court consistent with traditional notions of fair play

1 and substantial justice. For example, Defendants have derived substantial business and/or revenues
2 from products sold in California, to California residents, and services performed in California by
3 California residents, including but not limited to products sold at and services provided at Defendants'
4 several boutiques located in California. Defendants further maintain an interactive website on which
5 California consumers can purchase clothing, dresses, tops, jewelry, accessories, shoes, and other gifts.
6 See <https://www.francescas.com/>. Defendants' website specifically targets California consumers by
7 displaying the address and telephone number of each of Defendants' California boutiques. See
8 <https://www.francescas.com/allstores>.

9 9. Venue in Los Angeles County is proper under California Business & Professions Code
10 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
11 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
12 Defendants operate boutiques in Arcadia, Manhattan Beach, Thousand Oaks, Torrance, Universal
13 City, and Valencia, and thus conduct substantial business in this County, Defendants' liability arose
14 in this County, and/or Defendants maintain offices and/or have an agent or agents in this County.

15 **PARTIES**

16 10. Plaintiff ELISHA CHOI is an individual residing in Orange County, California.
17 Plaintiff is a minor. She is authorized by law to act through her guardian to bring this action.
18 Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's
19 employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job
20 duties consisted of, *inter alia*, sales, assisting customers, assisting with opening and closing stores,
21 and other stylist duties.

22 11. Defendant FRANCESCA'S OPERATIONS, INC. is a Delaware corporation, having
23 its principal place of business in Houston, Texas, operating throughout the United States, including in
24 Los Angeles County, California, and doing business in California under Entity No. C4720082
25 ("FRANCESCA'S OPERATIONS"). FRANCESCA'S OPERATIONS derives substantial revenues
26 from services performed in California. FRANCESCA'S OPERATIONS is, and at all relevant times
27 was, an employer subject to California state wage and hour laws. FRANCESCA'S OPERATIONS'
28 practices and policies described in this Complaint were implemented and/or maintained during the

1 PAGA Period. Plaintiff performed work at FRANCESCA’S OPERATIONS’ boutiques throughout
2 California during the PAGA Period.

3 12. Defendant FHC HOLDINGS CORPORATION is a Delaware corporation operating
4 throughout the United States, including in Los Angeles County, California (“FHC HOLDINGS”).
5 FHC HOLDINGS derives substantial revenues from services performed in California. Plaintiff is
6 informed and believes, and thereon alleges, that FHC HOLDINGS is, and at all relevant times was, an
7 employer subject to California state wage and hour laws. Plaintiff is informed and believes, and
8 thereon alleges, that FHC HOLDINGS’ practices and policies complained of in this Complaint were
9 implemented and/or maintained during the PAGA Period. Plaintiff performed work at FHC
10 HOLDINGS’ boutiques throughout California during the PAGA Period.

11 13. Defendant FRANCESCA’S COLLECTIONS, INC. is a Texas corporation, having its
12 principal place of business in Houston, Texas, operating throughout the United States, including in
13 Los Angeles County, California, and doing business in California under Entity No. C3156072
14 (“FRANCESCA’S COLLECTIONS”). Plaintiff is informed and believes, and thereon alleges, that
15 FRANCESCA’S COLLECTIONS is, and at all relevant times was, an employer subject to California
16 state wage and hour laws. Plaintiff is further informed and believes, and thereon alleges, that
17 FRANCESCA’S COLLECTIONS’ practices and policies complained of in this Complaint were
18 implemented and/or maintained during the PAGA Period.

19 14. Defendant FRANCESCA’S ACQUISITION, LLC is a Delaware limited liability
20 company operating throughout the United States, including in Los Angeles County, California
21 (“FRANCESCA’S ACQUISITION”). Plaintiff is informed and believes, and thereon alleges, that
22 FRANCESCA’S ACQUISITION is an affiliate of TERRAMAR CAPITAL, LLC. Plaintiff is
23 informed and believes, and thereon alleges, that FRANCESCA’S ACQUISITION is, and at all
24 relevant times was, an employer subject to California state wage and hour laws. Plaintiff is further
25 informed and believes, and thereon alleges, that FRANCESCA’S ACQUISITION’s practices and
26 policies complained of in this Complaint were implemented and/or maintained during the PAGA
27 Period.

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1 15. Defendant TERRAMAR CAPITAL, LLC is a Delaware limited liability company,
2 having its principal place of business in Los Angeles, California, and operating throughout the United
3 States, including in Los Angeles County, California ("TERRAMAR"). Plaintiff is informed and
4 believes, and thereon alleges, that TERRAMAR is, and at all relevant times was, an employer subject
5 to California state wage and hour laws. Plaintiff is further informed and believes, and thereon alleges,
6 that TERRAMAR practices and policies complained of in this Complaint were implemented and/or
7 maintained during the PAGA Period.

8 16. Defendants continue to employ non-exempt employees within California.

9 17. Plaintiff is unaware of the true names and capacities of those Defendants identified as
10 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
11 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
12 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
13 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
14 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
15 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
16 responsible for one or more of the wrongful acts and omissions and some portion of the damages
17 alleged herein.

18 18. At all times relevant hereto, each defendant acted in all respects pertinent to this action
19 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
20 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
21 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
22 the Aggrieved Employees.

23 19. Defendants, each and all of them, at all times relevant, were the joint employers, parent
24 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
25 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
26 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
27 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
28 of Plaintiff's damages alleged herein.

20. There exists a unity of interest in ownership between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship between and among Defendants.

21. At all relevant times, Defendants were agents of each other and acting within the course and scope of their agency.

GENERAL ALLEGATIONS

22. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees as non-exempt employees.

23. At all relevant times, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements of California.

24. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees which violate the California Labor Code and IWC Wage Orders.

25. Defendants knew or should have known they had a duty to compensate Plaintiff and other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

26. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of

1 pay, and overtime wages, and that they were not receiving minimum, regular, and overtime wages for
2 all work that was required to be performed. On information and belief, during the PAGA Period,
3 Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or 12 hours per workday
4 and/or over 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the
5 minimum, regular, and overtime rate of pay to Plaintiff and other Aggrieved Employees for all hours
6 worked. Defendants maintained a time clock policy and procedure which cut or otherwise rounded
7 Plaintiff and other Aggrieved Employees' hours worked thereby depriving them of work performed
8 before and after their scheduled shifts. Defendants' clock policy and procedure systematically
9 undercompensated Plaintiff and other Aggrieved Employees and favored Defendants rather than
10 Plaintiff and other Aggrieved Employees. For example, Defendants maintained a common practice
11 and policy which deprived Plaintiff and other Aggrieved Employees of minimum, regular, and/or
12 overtime wages for work they performed off the clock by failing to compensate Plaintiff and other
13 Aggrieved Employees for (a) performing certain opening and closing duties, (b) undergoing
14 mandatory bag/security checks at the end of their shifts after Plaintiff and other Aggrieved Employees
15 clocked out, (c) receiving and responding to messages and phone calls from supervisors, and (4) other
16 work-related tasks.

17 27. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and
18 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
19 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
20 pay when they did not receive a compliant meal period. On information and belief, in violation of the
21 Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees did not receive
22 compliant meal periods due to Defendants' practices and policies. For example, on information and
23 belief, Plaintiff and Aggrieved Employees had their meal periods regularly interrupted, short, late,
24 and/or missed altogether due to busy workload and Defendants' failure to provide sufficient coverage
25 to allow employees to take compliant meal periods. On information and belief, Defendants'
26 supervisors at the boutiques would regularly interrupt Plaintiff and other Aggrieved Employees' meal
27 periods with work related tasks and restrict them to the worksite during their meal periods. On
28 information and belief, Defendants also failed to pay Plaintiff and other Aggrieved Employees one

1 additional hour of pay at their regular rate of pay when Plaintiff and other Aggrieved Employees did
2 not receive a compliant meal period.

3 **28. Rest Period Violations:** Defendants knew or should have known that Plaintiff and
4 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
5 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
6 at their regular rate of pay when they were not permitted to take a compliant rest period. Specifically,
7 Defendants provided two (2) 10-minute rest periods but consolidated the rest breaks with the single
8 30-minute meal period to provide Plaintiff and other Aggrieved Employees with one (1) 60-minute
9 break per shift. As such, Defendants failed to provide rest breaks to Plaintiff and other Aggrieved
10 Employees in violation of the applicable Labor Code and IWC Wage Orders. Despite this violation,
11 Defendants failed to compensate Plaintiff and other Aggrieved Employees with an additional hour of
12 pay at their regular rate for every day in which they suffered a rest period violation.

13 **29. Unreimbursed Business Expenses:** Defendants knew or should have known that
14 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
15 related business expenses. On information and belief, in violation of the Labor Code and IWC Wage
16 Orders, Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses to perform their job
17 duties without reimbursement, including cell phone expenses incurred for communicating with other
18 employees and supervisors.

19 **30. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
20 other Aggrieved Employees who separated from their employment with Defendants during the
21 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
22 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
23 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
24 rest period premiums, and reimburse expenses.

25 **31. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
26 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
27 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
28 not furnished with complete and accurate wage statements that show all information required by Labor

Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

32. **Failure to Keep Accurate Records:** Defendants knew or should have known that Defendants were required to keep accurate records of the hours worked by Plaintiff and other Aggrieved Employees. In violation of the California Labor Code, Defendants failed to maintain accurate records of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts, and/or omissions described throughout this Complaint.

33. **Forced Patronage:** Plaintiff is informed, believes, and thereon alleges that Defendants compelled and/or encouraged Plaintiff and other Aggrieved Employees through encouragement and instruction to purchase apparel, jewelry, shoes, accessories, and/or gift items from Defendants. For example, Defendants maintained a practice and policy that instructed and/or encouraged Plaintiff and other Aggrieved Employees to purchase Defendants' apparel and clothing and/or wear the same style of apparel and clothing as the Francesca's brand during their work shifts. In addition, on information and belief, Defendants regularly encouraged and instructed Plaintiff and other Aggrieved Employees to purchase apparel and clothing from Defendants to reach daily sales goals or quotas.

34. Defendants' conduct, acts, and/or omissions described throughout this Complaint were willful.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(CAL. LAB. CODE §§ 2698, *ET SEQ.*)

(Against All Defendants)

35. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

36. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, can be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and

1 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

2 37. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
3 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
4 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
5 after 65 days have passed without notice from the LWDA.

6 38. On January 31, 2022, Plaintiff gave written notice of the specified provisions alleged
7 to have been violated, including the facts and theories to support the alleged violations, as required by
8 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
9 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
10 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
11 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
12 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
13 herself and all other Aggrieved Employees under PAGA.

14 39. For all provisions of the Labor Code except those for which a civil penalty is
15 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
16 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
17 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
18 Defendants violated these provisions of the Labor Code.

19 40. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
20 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
21 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
22 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
23 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
24 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
25 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
26 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
27 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
28 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision

1 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
2 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
3 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
4 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
5 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
6 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
7 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

8 41. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
9 of an employer who violates, or causes to be violated, a section of this chapter or any provision
10 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
11 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
13 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
14 employee was underpaid.”

15 42. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
16 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
17 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
18 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
19 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
20 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
21 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
22 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

23 43. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
25 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
26 violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
28 penalties provided for in this section are in addition to any other penalty provided by law.”

1 44. Labor Code Section 1174.5 provides a \$500 penalty for an employer's failure to
2 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
3 to employees.

4 45. Defendants' conduct with respect to Plaintiff and other Aggrieved Employees violates
5 numerous Labor Code sections including, but not limited to, the following:

6 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
7 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and overtime
8 wages) owed to Plaintiff and other Aggrieved Employees during employment and upon separation of
9 employment;

10 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
11 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed meal
12 periods;

13 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
14 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods;

15 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
16 itemized wage statements to Plaintiff and other Aggrieved Employees;

17 (e) Violation of Labor Code Section 450 for compelling and/or instructing Plaintiff
18 and other Aggrieved Employees to purchase items for the benefit of Defendants;

19 (f) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
20 accurate records regarding the employment of Plaintiff and other Aggrieved Employees; and

21 (g) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
22 business expenses to Plaintiff and other Aggrieved Employees.

23 46. As set forth above, Defendants have violated numerous provisions of the Labor Code
24 regulating hours and days of work as well as the IWC Wage Orders.

25 47. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
26 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
27 above.

28 48. Pursuant to California Labor Code Sections 2699(g) and 2802(c) and California Code

1 of Civil Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred herein.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for
4 judgment and the following specific relief against Defendants, jointly and severally, as follows:

5 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
6 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
7 *seq.*;

8 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
9 pursuant to California Labor Code Sections 2699(g) and 2802(c), and California Code of Civil
10 Procedure Section 1021.5; and

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

12
13 Dated: April 8, 2022

ALAMI LAW GROUP

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16 By:  _____

David Alami

17 Attorneys for Plaintiff ELISHA CHOI
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