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Attorneys for: Plaintiff CESAR GARCIA, individually and on behalf of other
persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CESAR GARCIA, individually and on behalf
of other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

DEAR JOHN DENIM, INC., an active
California Corporation; and DOES 1 through
10,

Defendants.

Case No.: 25STCV02332

Assigned to: Hon. Laura A. Seigle
Department: SS-15

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest
Periods;
3. Failure to Pay Wages;
4. Failure to Provide Accurate Wage
Statements;
5. Failure to Reimburse Business
Expenses; and
6. Violation of Unfair Business
Practices Act – Bus. & Prof. Code
§§ 17200, *et seq.*; and
7. Penalties Pursuant to Private
Attorneys General Act (“PAGA”)

1 Plaintiff CESAR GARCIA ("Plaintiff"), on behalf of himself and all others
2 similarly situated, based on information and belief, complains and alleges:

3 I.

4 INTRODUCTION

- 5 1. This class and representative action lawsuit arises out of the failure of
6 Defendant DEAR JOHN DENIM, INC. (referred here as "DJD" or "Defendant")
7 to provide meal periods at the proper intervals, to provide rest periods at the
8 proper intervals, to pay all wages owed including overtime, to provide accurate
9 wage statements, and to reimburse employee business expenses.
- 10 2. Defendant employed Plaintiff during the applicable time period, utilizing
11 consistent policies and procedures in violation of Labor Code §200, et seq.,
12 Labor Code §500, et seq., Labor Code §1194, et seq., Labor Code §2800, et seq.,
13 and the applicable Wage Orders issued by the California Industrial Welfare
14 Commission.
- 15 3. Defendant is engaged in the business of apparel manufacturing, distribution,
16 and sales. Plaintiff was hired on or about October of 2022. At all times during
17 said employment, Plaintiff had a non-exempt classification and was employed
18 in Los Angeles County. Defendant was based at 2435 Loma Avenue in South El
19 Monte, CA 91733.
- 20 4. Plaintiff was deprived of lawful meal and rest periods, not paid all wages he
21 was entitled to, and failed to receive accurate and compliant itemized wage
22 statements.
- 23 5. Defendant had a consistent policy of not paying wages for all hours worked,
24 including overtime and double time wages to the extent applicable, including
25 failing to calculate overtime and double time with respect to an employee's
26 regular rate of compensation.
- 27 6. Defendant had a consistent policy of requiring its employees, including
28 Plaintiff, to work through meal periods or work without a meal period for at

1 least five (5) hours of a shift and failing to pay such employees one (1) hour of
2 pay at the employees' regular rate of compensation for each workday that the
3 meal period was not provided or as required by California state wage and hour
4 laws.

5 7. Defendant had a consistent policy of failing to allow its employees, including
6 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
7 fraction worked, and failing to pay such employees one (1) hour of pay at their
8 regular rate of compensation for each workday that the rest period was not
9 provided, or other compensation, as required by California state and wage and
10 hour laws.

11 8. Defendant knowingly provided inaccurate wage statements to its
12 employees, including Plaintiff, that did not correctly include the correct wages,
13 including compensation for meal periods not provided and rest period not
14 authorized or permitted as required by California state wage and hour laws.
15 The wage statements also failed to reflect the correct address of the employer.

16 9. Defendants had a consistent policy of failing to reimburse their employees,
17 including Plaintiff, for all business expenses incurred in the discharge of their
18 duties.

19 10. Plaintiff, on behalf of himself and all Class Members, brings this action
20 pursuant to Lab. Code §§ 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 2800, and
21 2802 seeking unpaid wages, penalties, equitable relief, and reasonable
22 attorneys' fees and costs.

23 11. Plaintiff, on behalf of himself and the putative class members, also brings
24 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
25 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
26 result of Labor Code and applicable Wage Order violations.

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II.

JURISDICTION AND VENUE

12. Venue as to each defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for Defendant was performed by Plaintiff and other class members in the County of Los Angeles and the legal obligations owed by Defendant to Plaintiff and other class members were breached in the County of Los Angeles.
13. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of California, Defendant is qualified to do business in California and regularly conducts business in California.
14. Plaintiff, on behalf of the State of California, himself, and other similarly aggrieved employees, also brings this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, et seq. seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

III.

THE PARTIES

15. Plaintiff CESAR GARCIA is a resident of the State of California, and has been employed by Defendant in Los Angeles County since October of 2022.
16. Defendant DEAR JOHN DENIM, INC. was an active California Corporation at all times during the claims of Plaintiff and the putative class, was doing business in California, and was headquartered in Los Angeles County.
17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the defendants sued herein as Does 1 through 10, but he is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and

1 therefore sues these defendants by such fictitious names under Code of Civil
2 Procedure § 474. Plaintiff will amend this First Amended Complaint to allege
3 their true names and capacities when ascertained.

4 18. Plaintiff is informed and believes and thereon alleges that each Defendant acted
5 in all respects pertinent to this action as the agent of the other Defendants,
6 carried out a joint scheme, business plan or policy in all respects pertinent
7 hereto, and the acts of each Defendant are legally attributable to the other
8 Defendants.

9 10 IV.

11 GENERAL ALLEGATIONS

12 19. At all times relevant here and as set forth in the following paragraphs of this
13 First Amended Complaint, Defendant employed more than 100 people; and
14 Plaintiff and each member of the putative class was employed by Defendant,
15 and each of them, in the State of California.

16 20. The employees of Defendant have not been provided: uninterrupted thirty-
17 minute meal periods for work periods of more than five (5) hours per day;
18 second uninterrupted thirty-minute meal periods for work periods of more
19 than ten (10) hours per day; and have not been permitted to take ten-minute
20 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
21 to the Labor Code, and applicable IWC Wage Orders.

22 21. Defendant failed to pay employees wages owed for all hours worked, including
23 overtime and double time hours as applicable, as well as failing to calculate any
24 overtime wages with respect to an employee's regular rate of compensation.

25 22. Defendant failed to provide Plaintiff and the putative members of his class, at
26 the time of each payment of wages, an accurate itemized statement in writing,
27 showing the gross wages earned and/or paid, including premium wages owed
28

1 for failing to provide meal and/or rest periods at the proper intervals, and the
2 correct address of the employer.

3 23. Defendants failed to fully reimburse Plaintiff and putative members of his class
4 for all their business-related expenditures. In violation of the Labor Code,
5 Plaintiff and putative members of his class did not receive indemnification for
6 all business-related expenditures.

7 24. Plaintiff asserts claims for relief on behalf of himself and other similarly
8 situated persons as a class action pursuant to Code of Civil Procedure § 382.
9 Plaintiff and all members of his putative class are described below with
10 specificity and fall in several categories of subclasses whose rights have been
11 violated under the law. Defendant has made no effort as of the filing of this
12 First Amended Complaint to correct or remedy the violations of law specified
13 here.

14 15 V.

16 CLASS ACTION ALLEGATIONS

17 25. Plaintiff brings this action on behalf of himself and all other employees of DJD
18 who are similarly-situated persons as a class action pursuant to California Code
19 of Civil Procedure § 382. There is a well-defined common interest by and
20 among Plaintiff and the putative class members, and it is impractical to bring all
21 those individuals before the court under separate, different and repetitive
22 actions. Plaintiff also reserves the right to amend or modify the class
23 descriptions set forth below in greater specificity or clarity if required in the
24 future in accordance with Rule 3.765 (b), California Rules of Court. The class
25 which Plaintiff seeks to represent is composed of and defined as follows:

26 “Plaintiff Class” – All of Defendant’s current and former non-exempt
27 employees who worked for Defendant in California, during the four
28

1 years before the filing of the Complaint through the time of class
2 certification.

3 26. Plaintiff seeks to certify the following subclasses of employees:

- 4 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
5 each period exceeding five (5) hours without an uninterrupted, off
6 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
7 hours without a second uninterrupted, off duty, thirty (30) minute
8 meal periods; and were not provided compensation of one hour's pay
9 at the employee's regular rate for each day that a meal period was not
10 provided.
- 11 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
12 periods of four (4) hours or major fraction thereof without a duty free
13 rest period of at least 10-minutes and who were not compensated one
14 hour's pay at the employee's regular rate for each day that a rest period
15 was not permitted.
- 16 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
17 not paid their minimum/actual wages, including any time that was
18 unlawfully rounded by Defendant or otherwise considered as off-the-
19 clock, as well as overtime wages for hours worked in excess of eight
20 hours per day at the one and a half rate (of an employee's regular rate
21 of pay) or at a double time rate (of an employee's regular rate of pay)
22 as applicable.
- 23 d) "Wage Statement Subclass" – All members of Plaintiff Class to whom
24 Defendant improperly failed to provide accurate and compliant
25 itemized wage statements under Labor Code §§ 226.
- 26 e) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
27 whom Defendant failed to fully reimburse employee business expenses
28 as required by Labor Code §2802.

1 f) "UCL Subclass" – All members of the Meal Period, Rest Period, Unpaid
2 Wage, Wage Statement, and Expense Reimbursement Subclasses who
3 were subject to unlawful, illegal, unfair and/or deceptive business acts
4 and practices by Defendant and are entitled to disgorgement and
5 restitution of unpaid wages.

6 27. There is a well-defined community of interest among many persons who
7 comprise a readily ascertainable class:

- 8 a) Numerosity -The potential members of the Class and Subclasses as
9 defined here are so numerous that the individual joinder of all of them as
10 named plaintiffs is impracticable. The number of members of the Class
11 and Subclasses is unknown to Plaintiff. It is however estimated that the
12 members are more than 100 individuals, and their identities may readily
13 be ascertained from Defendant's records.
- 14 b) Typicality – The claims of Plaintiff are typical of the claims of all
15 members of the Class and Subclasses, who sustained similar damages
16 arising out of Defendant's common course of conduct in violation of law
17 as alleged.
- 18 c) Ascertainable Class – The proposed Class and Subclasses are
19 ascertainable as the members can readily be identified and located based
20 on the Defendant's payroll and personnel records.
- 21 d) Adequacy – Plaintiff is an adequate representative of the Class and
22 Subclasses: Plaintiff will fairly protect the interests of the members, he
23 has no interest adverse to the members, and he will vigorously pursue
24 this lawsuit on behalf of all the members of the Class and Subclasses.
25 Plaintiff's attorneys are competent, skilled and experienced in litigating
26 large employment law class actions.
- 27 e) Superiority - Class action treatment will allow a large number of
28 similarly situated persons to prosecute their common claims in a single

1 forum simultaneously, efficiently, and without the unnecessary
2 duplication of effort and expense that numerous individual actions
3 would require. Further, the monetary amounts due to many individual
4 members of the Class and Subclasses are likely to be relatively small, and
5 the burden and expense of individual litigation would make it difficult
6 or impossible for the members to seek and obtain relief. A class action
7 will serve an important public interest by permitting employees harmed
8 by Defendant's unlawful practices to effectively pursue recovery of the
9 sums owed to them.

- 10 f) Common Questions of Law and Fact – There are common questions of
11 law and fact as to the members of the Class and Subclasses which are
12 superior to questions affecting only individual members of the Class and
13 Subclasses. The common questions of law and fact may be summarized
14 as follows and if necessary will be refined with the progress of formal
15 discovery in the case:
- 16 g) Whether Defendant violated California law and applicable Wage Orders
17 by failing to provide Plaintiff Class members with paid ten-minute (10)
18 rest periods for each four hours worked?
- 19 h) Whether the remedy for an employer's failure to provide rest breaks as
20 required by law is a premium wage for hardship of missing a lawful rest
21 break?
- 22 i) Whether Defendant violated California law and applicable Wage Orders
23 by failing to provide Plaintiff Class members with thirty minute (30)
24 meal period for more than five hours of work?
- 25 j) Whether Defendant violated California law and applicable Wage Orders
26 by failing to provide members of Plaintiff Class with a second meal
27 period?
- 28

- 1 k) Whether the remedy for an employer's failure to provide meal period as
2 required by law is a premium wage for hardship of missing a lawful
3 meal period?
- 4 l) Whether Defendant violated California law, including the applicable
5 wage orders by failing to properly compensate Plaintiff Class members
6 for all hours worked, including overtime and double time hours as
7 applicable?
- 8 m) Whether Defendant violated California law by its failure to provide
9 Plaintiff Class with accurate and itemized wage statements?
- 10 n) Whether Defendants have violated Labor Code §2802 by failing to
11 reimburse Plaintiff and the Plaintiff Class for all business expenses
12 incurred by them in direct consequence of the discharge of their duties?
- 13 o) Whether Defendant violated Business and Professions Code §§ 17200 et.
14 seq., Labor Code §§ 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 2800, 2802,
15 and applicable Wage Orders which constitute violations of the public
16 policy?
- 17 p) Whether Plaintiff Class is entitled to an equitable relief in accordance
18 with Business and Professions Code §§ 17200 et. seq.
- 19 q) Whether Defendant's affirmative defenses, if any, raise common issues
20 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
21 particular?

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VI.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIOD OR
COMPENSATION IN LIEU THEREOF

(Labor Code §§ 226.7, 512)

(By Plaintiff and Meal Period Subclass against Defendant)

28. Plaintiff incorporates paragraphs 1 through 27 of this First Amended Complaint as if fully alleged herein.
29. By its failure to provide thirty minute (30) uninterrupted meal period as well as second meal period, if applicable, to Plaintiff and members of Meal Period Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.
30. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VII.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(By Plaintiff and Rest Period Subclass against Defendant)

31. Plaintiff incorporates paragraphs 1 through 27 of this First Amended Complaint as if fully alleged herein.
32. By its failure to provide ten-minute (10) rest periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and Rest Period Subclass, Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.
33. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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VIII.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendant)

34. Plaintiff incorporates paragraphs 1 through 27 of this First Amended Complaint as if fully alleged herein.

35. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendant covered by Labor Code §§ 204, 210, 510, 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

36. Defendant has violated California law and the specified provisions of the Labor Code and applicable Wage Orders by its failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock wages, overtime pay and double time pay as based on an employee's regular rate of compensation. Notably, any wages that were paid were not effectively paid within seven (7) days of the close of any applicable payroll period. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

IX.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(Labor Code §226)

(By Plaintiff and Wage Statement Subclass against Defendant)

37. Plaintiff incorporates paragraphs 1 through 27 of this First Amended Complaint as if fully alleged herein.

1 38. By its failure to provide accurate itemized wage statements, semimonthly or at
2 the time of each payment of wages, Defendant willfully violated the provisions
3 of Labor Code §226 and applicable Wage Orders.

4 39. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
5 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
6 below, and fully incorporated here as applicable.

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8 **X.**

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
11 **(Labor Code §§2800, 2802)**
12 **(By Plaintiff and Expense Reimbursement Subclass against Defendants)**

13 40. Plaintiff incorporates paragraphs 1 through 27 of this First Amended Complaint
14 as if fully alleged herein.

15 41. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
16 indemnify his employee for losses caused by the employer's want of ordinary
17 care."

18 42. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify
19 his or her employee for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties..."

21 43. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the
22 term 'necessary expenditures or losses' shall include all reasonable costs,
23 including but not limited to, attorney's fees incurred by the employee enforcing
24 the rights granted by this section."

25 44. During the relevant time period, Defendant was required to reimburse Plaintiff
26 and class members for all expenditures or losses caused by the employer's want
27 of ordinary care and/or incurred in direct consequence of the discharge of their
28 duties, but failed to indemnify and reimburse Plaintiff and class members in
violation of Labor Codes §§ 2800 and 2802.

1 45. As a direct and proximate result, Plaintiff and class members have suffered, and
2 continue to suffer, substantial losses, related to the use and enjoyment of such
3 monies to be reimbursed, lost interest on such monies, and expenses and
4 attorney's fees in seeking to compel Defendant to fully perform its obligations
5 under California law, all of their damage in amounts according to proof at the
6 time of trial.

7
8 **XI.**

9 **SIXTH CAUSE OF ACTION**
10 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
11 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
12 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

13 46. Plaintiff incorporates paragraphs 1 through 45 of this First Amended Complaint
14 as if fully alleged herein.

15 47. The alleged unlawful conduct of Defendant constitutes unfair competition
16 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
17 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
18 the time period starting four (4) years before the filing of the Complaint.

19 48. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
20 suffered injury in fact and lost money or property. Plaintiff and said members
21 have been deprived of their rights as set forth in this First Amended Complaint,
22 including, but not limited to, payment of minimum and/or actual wages for all
23 hours worked.

24 49. Pursuant to Business and Professions Code § 17203, Plaintiff and other
25 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
26 owed to them under the Labor Code, and interest thereon, in which they had a
27 property interest, which Defendant failed to pay to them but withheld and
28 retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and
Subclasses is necessary to prevent Defendant from becoming unjustly enriched

1 by its failure to comply with the Labor Code provisions.

2 50. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
3 reasonable attorney's fees in connection with their unfair competition claims
4 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
5 and/or the common fund doctrine.

6 51. Plaintiff requests the court to issue a preliminary and permanent injunction
7 prohibiting defendants from committing the Labor Code and applicable Wage
8 Order violations set forth in this First Amended Complaint, and Plaintiff and
9 the members of Plaintiff Class and Subclasses have suffered further damages as
10 articulated in the Prayer for Relief, set forth below, also incorporated here fully
11 as applicable.

12
13 **XII.**

14 **SEVENTH CAUSE OF ACTION**

15 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**

16 **(LABOR CODE § 2699 *et seq.*)**

17 **(By Plaintiff and Aggrieved Employees Against Defendants)**

18 52. Plaintiff incorporates paragraphs 1 through 51 of this First Amended Complaint
19 as if fully alleged herein.

20 53. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
21 private parties may recover civil penalties for violations of the California Labor
22 Code. PAGA penalties are in addition to any other relief available under the
23 Labor Code.

24 54. As set forth above, Defendants violated the California Labor Code by
25 consistently failing to employ Plaintiff and other similarly situated employees
26 in compliance with California law.

27 55. Plaintiff provided written notice by certified mail to Defendants on January 18,
28 2025, and electronic notice to the State Labor & Workforce Development

1 Agency ("LWDA"), of the legal claims and theories of this case. To date, and
2 after 65 days from the date of mailing of notice, the LWDA has not notified
3 Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil
4 penalties under the PAGA. Accordingly, Plaintiff exhausted administrative
5 remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was
6 assigned case number LWDA-CM-1074213-25 by the LWDA. Appended hereto
7 is a copy of the notice communicated by Plaintiff.
8

9 56. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
10 recover the maximum civil penalties permitted by law from Defendants for the
11 violations of Labor Code alleged in this First Amended Complaint and the
12 notice communicated by Plaintiff.

13 57. Plaintiff and all other aggrieved employees are also entitled to recover their
14 attorneys' fees and costs under Labor Code § 2699.
15

16 XIII.

17 PRAYER FOR RELIEF

18 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff
19 prays for relief and judgment against Defendant as follows:

20 A. An order certifying that Plaintiff may pursue his claims as a class action
21 under Section 382 of the Code of Civil Procedure; and it is further requested that
22 Plaintiff Class and each Plaintiff Subclass be certified;

23 B. An order appointing Plaintiff as Class representative;

24 C. An order appointing Plaintiff's counsel as Class counsel;

25 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
26 of unpaid wages under Business and Professions Code §§ 17203, 17204;

27 E. Damages for unpaid additional compensation for failing to provide
28 timely or uninterrupted or lawful meal periods and rest periods;

1 F. Damages for unpaid minimum and overtime wages under Labor Code
2 §§ 1194 and 510;

3 G. Liquidated damages under Labor Code § 1194.2;

4 H. Statutory penalties under Labor Code § 226(e);

5 I. Reimbursement of business expenses under Labor Code § 2802;

6 J. Reasonable attorney's fees and costs pursuant to statute, including, but
7 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

8 K. Enjoinment of Defendant from further acts of unfair competition and
9 continuous violations of the Labor Code and applicable Wage Orders;

10 L. Civil penalties under Labor Code Section 2699 (75% payable to the
11 LWDA and 25% payable to aggrieved employees); and

12 M. For such other relief that the Court may deem just and proper, including
13 prejudgment interest and costs.

14
15 DATED: APR. 24, 2025

THE LAW OFFICES OF HAIK HACOPIAN

16
17 By: /s/Haik Hacopian

18 **Haik Hacopian,**

19 Attorneys for Plaintiff and the putative class

20
21 **DEMAND FOR A JURY TRIAL**

22 Plaintiff CESAR GARCIA hereby demands a jury trial in the above case.

23
24
25 DATED: APR. 24, 2025

THE LAW OFFICES OF HAIK HACOPIAN

26
27 By: /s/Haik Hacopian

28 **Haik Hacopian,**

Attorneys for Plaintiff and the putative class

THE LAW OFFICES OF HAIK HACOPIAN

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HAIK HACOPIAN

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JANUARY 18, 2025

VIA USPS CERTIFIED MAIL

Dear John Denim, Inc.
2435 Loma Avenue
South El Monte, CA 91733
9589 0710 5270 2348 6065 90

VIA ONLINE SUBMISSION

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

Re: *California Wage & Hour Violations*
Dear John Denim, Inc.

To Whom It May Concern:

This office represents Cesar Garcia with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against Dear John Denim, Inc. (hereinafter “DJD”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

DJD is engaged in the business of apparel manufacturing, distribution, and sales. Mr. Garcia works as a non-exempt employee of DJD in California. DJD employs numerous non-exempt, hourly paid employees such as Mr. Garcia (“Aggrieved Employees”). Unfortunately, DJD has engaged in the following practices with respect to its Aggrieved Employees:

Identity and Capacity of Employers/Joint Employers

Mr. Garcia intends to pursue a PAGA action against DJD and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to

as “DJD” as well). Mr. Garcia will seek to hold all owners, directors, officers and managing agents of DJD personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Mr. Garcia will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that DJD and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Failure to Pay Wages

DJD implemented the policy and practice of failing to pay Aggrieved Employees for all hours worked. Aggrieved Employees, such as Mr. Garcia, were not always paid for time they were on the clock as they received paychecks that reflected pay for less time than actually worked primarily due to rounding practices.

The foregoing resulted in underpayment of wages, including underpayment of overtime, and double-time to the extent applicable. This is in addition the underpayment of overtime and/or double-time due to misapplication of an Aggrieved Employee’s regular rate of compensation.

Vacation Pay

Vacation wages would be owed to the extent that the benefit was not properly effectuated and/or any unpaid compensation was not factored into the accrual of the benefit. Correspondingly, a vacation balance would be owed and/or any vacation balance available to an Aggrieved Employee would not be full and complete.

Sick Leave

DJD was required to maintain a sick leave benefit with mandated amounts of accrual of sick time. The accrual of the benefit, however, was undermined by DJD's rounding practices. Correspondingly, a sick leave balance would be owed and/or any sick leave available to an Aggrieved Employee would not be full and complete.

Noncompliant Wage Statements

DJD has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not Aggrieved Employees received all wages entitled to, including meal and rest break premiums, other premiums, and payment of vacation and sick leave benefits.

Notably, DJD's address was changed on June 13, 2024 but the address change was not registered on Mr. Garcia's paystubs until October 4, 2024. Accordingly, the paystubs issued during that period were not facially compliant due to having an incorrect address for the employer.

Failure to Fully Reimburse Employee Expenses

DJD required the use of personal cell phones for work related communication with Aggrieved Employees such as Mr. Garcia but never provided compensation or reimbursement for such use by Aggrieved Employees. Aggrieved Employees, such as Mr. Garcia, were required to purchase supplies such as gloves, markers, and highlighters. When Mr. Garcia inquired as to reimbursement for these expenses, he was told "we'll get on that." Mr. Garcia also travelled on a few occasions to pick up supplies, such as propane, in his personal vehicle but was never provided with a mileage reimbursement.

Additional Penalties

Mr. Garcia and all other similarly aggrieved California employees intend to seek all civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which DJD has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Sections 204 and 210: DJD violated, and continues to violate, Labor Code Sections 204 and 210 or other applicable law, wage order, regulation, by failing to pay wages to Aggrieved Employees for all hours worked as explained above including failing to timely pay regular wages after the close of applicable payroll periods.

Labor Code Section 226: DJD violated, and continues to violate, Labor Code Section 226(a), or other applicable law, wage order, regulation by failing to provide Aggrieved Employees with accurate and compliant itemized wage statements.

Labor Code Section 227.3: DJD violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to Aggrieved Employees upon their separation.

Labor Code Sections 245.5, 246, and 246.5: DJD has violated and continues to violate Labor Code § 245.5 (definition of employee) and § 246 (mandated amounts of accrual of sick time) by failing to allow Aggrieved Employees to accrue sick time in the amount required by law. As well, the DJD have violated and continue to violate Labor Code § 246.5 by failing to permit Aggrieved Employees from using their accrued sick time for the purposes set forth under California law.

Labor Code Sections 500, 510 and 1198: DJD violated, and continues to violate, Labor Code Sections 500, 510, 1198, or other applicable law, wage order, regulation by failing to pay minimum wage or overtime compensation to Aggrieved Employees required by law.

Labor Code Sections 1182.12, 1194, and 1198: DJD has violated and continues to violate Labor Code §§ 1182.12, 1194, 1198 or other applicable law, wage order, regulation by failing to pay Aggrieved Employees at least the minimum wage required under the law.

Labor Code Sections 2800 and 2802: DJD violated and continues to violate, Labor Code Sections 2800 and 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we intend to file an appropriate action pursuant to Labor Code Section 2698 *et seq.* Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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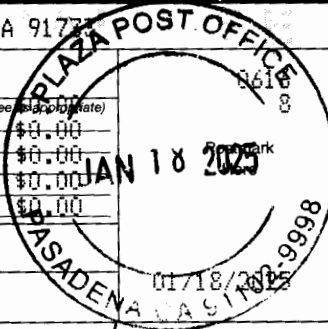
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See Reverse for Instructions





Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Sat, Jan 18, 2025 at 2:09 PM

1/18/2025

LWDA Case No. LWDA-CM-1074213-25
Law Firm : Law Offices of Haik Hacopian
Plaintiff Name : Cesar Garcia
Employer: Dear John Denim, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 215 North Marengo Avenue, Third Floor, Pasadena, CA 91101.

On **April 24, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Nicole Sheth, Esq.
nsheth@kbrlaw.com
Christina Ricci, Esq.
ricci@kbrlaw.com
KAUFMAN BORGEESE & RYAN LLP
21700 Oxnard Street, Suite 1450
Woodland Hills, CA 91367
Telephone: 818-880-0992
Facsimile: 818-880-0993

Attorneys for Defendant DEAR JOHN DENIM, INC.

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **April 24, 2025** at Pasadena, California.

/s/Haik Hacopian
Haik Hacopian