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FILED
 Superior Court of California
 County of Los Angeles
 11/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: K. Martinez Deputy

8 Attorneys for: Plaintiff DOLORES CHAVEZ, individually and on behalf of other
 9 persons similarly situated and similarly aggrieved employees

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

12 DOLORES CHAVEZ, individually and on
 13 behalf of other persons similarly situated and
 14 similarly aggrieved employees,

15 Plaintiffs,

16 v.

17
 18 WINDSOR FASHIONS, LLC, an active
 19 Delaware Limited Liability Company;
 20 GOTWORX STAFFING, INC., an active
 21 Delaware Corporation; and DOES 1 through
 22 10,

23 Defendants.
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Case No.: 22STCV20119

Assigned to: Hon. Carolyn B. Kuhl
 Department: SS-12
 Complaint Filed: June 20, 2022

**FIRST AMENDED COMPLAINT –
 CLASS AND REPRESENTATIVE
 ACTION**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Compliant Itemized Wage Statements;
6. Failure to Reimburse Business Expenses;
7. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and

8. Penalties Pursuant to Private Attorneys General Act ("PAGA")

Plaintiff DOLORES CHAVEZ ("Plaintiff"), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant WINDSOR FASHIONS, LLC and Defendant GOTWORX STAFFING, INC. (referred to herein as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate and legally compliant wage statements, to reimburse employee business expenses, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendants employed Plaintiff and other employees during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., Labor Code §2800, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant Gotworx Staffing, Inc. is a staffing agency and Defendant Windsor Fashions, LLC is engaged in the business of clothing design and retail. Plaintiff was hired by Defendant Gotworx Staffing, Inc. on or about September 1, 2021. Defendant Gotworx Staffing, Inc. staffed Plaintiff for work with Defendant Windsor Fashions, LLC until Plaintiff's separation on or about October 6, 2021. At all times during his employment, Plaintiff had a non-exempt classification. Plaintiff was working at Defendants' facility located at 9603 John Street in Santa Fe Springs California.
4. At the time of his termination, Plaintiff was not paid all his wages.

- 1 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
2 including overtime he was entitled to, and failed to receive accurate and legally
3 compliant itemized wage statements.
- 4 6. Defendants had a consistent policy of not paying wages for all hours worked,
5 including overtime wages as applicable, for work off-the-clock and
6 compensation related miscalculations.
- 7 7. Defendants had a consistent policy of requiring their employees, including
8 Plaintiff, to work through meal periods or work without a meal period for at
9 least five (5) hours of a shift and failing to pay such employees one (1) hour of
10 pay at the employees' regular rate of compensation for each workday that the
11 meal period was not provided or as required by California state wage and hour
12 laws.
- 13 8. Defendants had a consistent policy of failing to allow their employees,
14 including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours,
15 or a major fraction, worked, and failing to pay such employees one (1) hour of
16 pay at their regular rate of compensation for each workday that the rest period
17 is not provided, or other compensation, as required by California state and
18 wage and hour laws.
- 19 9. Defendants knowingly provided inaccurate wage statements to their
20 employees, including Plaintiff, that did not correctly include the correct wages,
21 including compensation for meal periods not provided and rest period not
22 authorized or permitted as required by California state wage and hour laws.
23 The wage statements also did not list any employer names or addresses.
- 24 10. Defendants had a consistent policy of failing to pay their employees, including
25 Plaintiff, all wages due at the termination or separation, in violation of
26 California state wage and hour laws.

- 1 11. Defendants had a consistent policy of failing to reimburse their employees,
2 including Plaintiff, for all business expenses incurred in the discharge of their
3 duties.
- 4 12. Plaintiff, on behalf of himself and all Class Members, brings this action
5 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
6 1194.2, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and
7 reasonable attorneys' fees and costs.
- 8 13. Plaintiff, on behalf of himself and the putative class members, also brings
9 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
10 relief, restitution, and disgorgement of all benefits obtained by Defendants as a
11 result of Labor Code and applicable Wage Order violations.
- 12 14. Plaintiff, on behalf of the State of California, himself, and other similarly
13 aggrieved employees, also brings this action pursuant to California Private
14 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
15 wages and other compensation, penalties, and reasonable attorneys' fees and
16 costs.

17 II.

18 JURISDICTION AND VENUE

- 19
- 20 15. Venue as to each defendant is proper in this judicial district, pursuant to Code
21 of Civil Procedure § 395. The County of Los Angeles is the proper venue,
22 because work for Defendants was performed by Plaintiff and other class
23 members in the County of Los Angeles and the legal obligations owed by
24 Defendants to Plaintiff and other class members were breached in the County
25 of Los Angeles.
- 26 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
27 a resident of California, Defendants are qualified to do business in California,
28 and regularly conduct business in California.

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III.

THE PARTIES

17. Plaintiff DOLORES CHAVEZ is a resident of the State of California, and was employed by Defendants in Los Angeles County from on or about September 1, 2021 through on or about October 6, 2021.
18. Defendant WINDSOR FASHIONS, LLC was an active Delaware Limited Liability at all times during the claims of Plaintiff and the putative class, was doing business in California, and was headquartered in California.
19. Defendant GOTWORX STAFFING, INC. was an active Delaware Corporation at all times during the claims of Plaintiff and the putative class, and was doing business in California.
20. 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 therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.
21. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

GENERAL ALLEGATIONS

22. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendants employed more than 100 people; and

1 Plaintiff and each member of the putative class was employed by Defendants,
2 and each of them, in the State of California.

3 23. The employees of Defendants have not been provided: uninterrupted thirty-
4 minute meal periods for work periods of more than five (5) hours per day;
5 second uninterrupted thirty-minute meal periods for work periods of more
6 than ten (10) hours per day; and have not been permitted to take ten-minute
7 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
8 to the Labor Code, and applicable IWC Wage Orders.

9 24. Defendants failed to pay employees wages owed for all hours worked,
10 including overtime hours as applicable, for work off-the-clock and
11 compensation related miscalculations.

12 25. Defendants failed to pay Plaintiff and the members of his putative class upon
13 separation the wages earned and unpaid at the time of discharge.

14 26. Defendants failed to provide Plaintiff and the putative members of his class, at
15 the time of each payment of wages, an accurate itemized statement in writing,
16 showing the gross wages earned, including premium wages owed for failing to
17 provide meal and/or rest periods at the proper intervals. The wage statements
18 also did not list any employer names or addresses.

19 27. Defendants failed to fully reimburse Plaintiff and putative members of his class
20 for all their business-related expenditures. In violation of the Labor Code,
21 Plaintiff and putative members of his class did not receive indemnification for
22 all business-related expenditures.

23 28. Plaintiff asserts claims for relief on behalf of himself and other similarly
24 situated persons as a class action pursuant to Code of Civil Procedure § 382.
25 Plaintiff and all members of his putative class are described below with
26 specificity and fall in several categories of subclasses whose rights have been
27 violated under the law. Defendants have made no effort as of the filing of this
28

1 First Amended Complaint to correct or remedy the violations of law specified
2 here.

3 V.

4 **CLASS ACTION ALLEGATIONS**

5 29. Plaintiff brings this action on behalf of himself and all other employees of
6 Defendants who are similarly-situated persons as a class action pursuant to
7 California Code of Civil Procedure § 382. There is a well-defined common
8 interest by and among Plaintiff and the putative class members, and it is
9 impractical to bring all those individuals before the court under separate,
10 different and repetitive actions. Plaintiff also reserves the right to amend or
11 modify the class descriptions set forth below in greater specificity or clarity if
12 required in the future in accordance with California Rules of Court, rule 3.765
13 (b). The class which Plaintiff seeks to represent is composed of and defined as
14 follows:

15 “Plaintiff Class” – All of Defendants’ current and former non-exempt
16 employees who worked for Defendants in California, during the four
17 years before the filing of the Complaint through the time of class
18 certification.

19 30. Plaintiff seeks to certify the following subclasses of employees:

- 20 a) “Meal Period Subclass” – All members of Plaintiff Class who worked
21 each period exceeding five (5) hours without an uninterrupted, off
22 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
23 hours without a second uninterrupted, off duty, thirty (30) minute
24 meal periods; and were not provided compensation of one hour’s pay
25 at the employee’s regular rate for each day that a meal period was not
26 provided.
- 27 b) “Rest Period Subclass” – All members of Plaintiff Class who worked
28 periods of four (4) hours or major fraction thereof without a duty free

1 rest period of at least 10-minutes and who were not compensated one
2 hour's pay at the employee's regular rate for each day that a rest period
3 was not permitted.

4 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
5 not paid their minimum/actual wages, including the time that was
6 unlawfully considered by Defendants as off-the-clock, as well as
7 overtime wages for hours worked in excess of eight hours per day at
8 the one and a half rate or at a double time rate as applicable.

9 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
10 Defendants failed to pay all wages due to them upon termination or
11 resignation under Labor Code §§ 201-203.

12 e) "Wage Statement Subclass" – All members of Plaintiff Class to whom
13 Defendants improperly failed to provide accurate and legally
14 compliant itemized wage statements under Labor Code §§ 226.

15 f) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
16 whom Defendants failed to fully reimburse employee business
17 expenses as required by Labor Code §2802.

18 g) "UCL Subclass" – All members of the Meal Period, Rest Period,
19 Unpaid Wage, Waiting Time, Wage Statement, and Expense
20 Reimbursement Subclasses who were subject to unlawful, illegal,
21 unfair and/or deceptive business acts and practices by Defendants and
22 are entitled to disgorgement and restitution of unpaid wages.

23 31. There is a well-defined community of interest among many persons who
24 comprise a readily ascertainable class:

25 a) Numerosity - The potential members of the Class and Subclasses as
26 defined here are so numerous that the individual joinder of all of them as
27 named plaintiffs is impracticable. The number of members of the Class
28 and Subclasses is unknown to Plaintiff. It is however estimated that the

1 members are more than 100 individuals, and their identities may readily
2 be ascertained from Defendants' records.

- 3 b) Typicality – The claims of Plaintiff are typical of the claims of all
4 members of the Class and Subclasses, who sustained similar damages
5 arising out of Defendants' common course of conduct in violation of law
6 as alleged.
- 7 c) Ascertainable Class – The proposed Class and Subclasses are
8 ascertainable as the members can readily be identified and located based
9 on the Defendants' payroll and personnel records.
- 10 d) Adequacy – Plaintiff is an adequate representative of the Class and
11 Subclasses: Plaintiff will fairly protect the interests of the members, he
12 has no interest adverse to the members, and he will vigorously pursue
13 this lawsuit on behalf of all the members of the Class and Subclasses.
14 Plaintiff's attorneys are competent, skilled and experienced in litigating
15 large employment law class actions.
- 16 e) Superiority - Class action treatment will allow a large number of
17 similarly situated persons to prosecute their common claims in a single
18 forum simultaneously, efficiently, and without the unnecessary
19 duplication of effort and expense that numerous individual actions
20 would require. Further, the monetary amounts due to many individual
21 members of the Class and Subclasses are likely to be relatively small, and
22 the burden and expense of individual litigation would make it difficult
23 or impossible for the members to seek and obtain relief. A class action
24 will serve an important public interest by permitting employees harmed
25 by Defendants' unlawful practices to effectively pursue recovery of the
26 sums owed to them.
- 27 f) Common Questions of Law and Fact – There are common questions of
28 law and fact as to the members of the Class and Subclasses which are

1 superior to questions affecting only individual members of the Class and
2 Subclasses. The common questions of law and fact may be summarized
3 as follows and if necessary will be refined with the progress of formal
4 discovery in the case:

- 5 g) Whether Defendants failed to provide members of Plaintiff Class who
6 ceased employment with Defendants all wages owed at the time of the
7 cessation of the employee-employer relationship?
- 8 h) Whether Defendants violated California law and applicable Wage
9 Orders by failing to provide Plaintiff Class members with paid ten-
10 minute (10) rest periods for each four hours worked?
- 11 i) Whether the remedy for an employer's failure to provide rest breaks as
12 required by law is a premium wage for hardship of missing a lawful rest
13 break?
- 14 j) Whether Defendants violated California law and applicable Wage
15 Orders by failing to provide Plaintiff Class members with an off-duty
16 thirty minute (30) meal period for more than five hours of work?
- 17 k) Whether Defendants violated California law and applicable Wage
18 Orders by failing to provide members of Plaintiff Class with a second
19 meal period?
- 20 l) Whether the remedy for an employer's failure to provide meal period as
21 required by law is a premium wage for hardship of missing a lawful
22 meal period?
- 23 m) Whether Defendants violated California law, including the applicable
24 wage orders by failing to properly compensate Plaintiff Class members
25 for all hours worked, including overtime hours as applicable?
- 26 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
27 Code § 203?
28

- 1 o) Whether Defendants violated California law by their failure to provide
2 Plaintiff Class with accurate and legally compliant itemized wage
3 statements?
- 4 p) Whether Defendants have violated Labor Code §2802 by failing to
5 reimburse Plaintiff and the Plaintiff Class for all business expenses
6 incurred by them in direct consequence of the discharge of their duties?
- 7 q) Whether Defendants violated Business and Professions Code §§ 17200 et.
8 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
9 1194.2, 2800, 2802 and applicable Wage Orders which constitutes
10 violations of the public policy?
- 11 r) Whether Plaintiff Class is entitled to an equitable relief in accordance
12 with Business and Professions Code §§ 17200 et. seq.
- 13 s) Whether Defendants' affirmative defenses, if any, raise common issues
14 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
15 particular?
- 16

17 **VI.**

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS OR**
20 **COMPENSATION IN LIEU THEREOF**

21 **(Labor Code §§ 226.7, 512)**

22 **(By Plaintiff and Meal Period Subclass against Defendants)**

- 23 32. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint
24 as if fully alleged herein.
- 25 33. By their failure to provide thirty minute (30) uninterrupted meal period as well
26 as second meal period, if applicable, to Plaintiff and members of the Meal
27 Period Subclass, Defendants willfully violated the provisions of Labor Code §§
28 226.7, 512 and applicable IWC Wage Orders.

1 34. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
2 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
3 below, and fully incorporated here as applicable.
4

5 **VII.**

6 **SECOND CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS OR**
8 **COMPENSATION IN LIEU THEREOF**
9 **(Labor Code § 226.7)**

10 **(By Plaintiff and Rest Period Subclass against Defendants)**

11 35. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint
12 as if fully alleged herein.

13 36. By their failure to provide ten-minute (10) rest periods for every four (4) hours
14 of work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
15 Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

16 37. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
17 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
18 below, and fully incorporated here as applicable.

19 **VIII.**

20 **THIRD CAUSE OF ACTION**
21 **FAILURE TO PAY WAGES**
22 **(Labor Code §§ 204, 210, 510, 1194, 1194.2)**
23 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

24 38. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint
25 as if fully alleged herein.

26 39. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
27 were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1194,
28 1194.2 and applicable Wage Orders, and they were entitled to receive minimum

1 and overtime wages for all hours worked and liquidated damages equal to
2 unlawfully unpaid minimum wages with interest.

3 40. Defendants have violated California law and the specified provisions of the
4 Labor Code and applicable Wage Orders by their failure to pay all wages due in
5 accordance, including minimum wages, wrongfully classified off-the-clock
6 wages and overtime pay. Notably, any wages that were paid were not
7 effectively paid within seven (7) days of the close of any applicable payroll
8 period. As a result of Defendants' unlawful conduct, Plaintiff and other
9 members of the Subclass have suffered damages as articulated in the Prayer for
10 Relief, set forth below, and fully incorporated here as applicable.
11

12 **IX.**

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES DUE AT TERMINATION**

15 **(Labor Code §§ 201, 202, 203)**

16 **(By Plaintiff and Waiting Time Subclass against Defendants)**

17 41. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint
18 as if fully alleged herein.

19 42. By their failure to timely pay Plaintiff and Waiting Time Subclass, Defendants
20 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
21 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
22 to timely pay such wages, the employer must, as penalty, continue to pay the
23 employee's wages until the back wages are paid in full or an action is
24 commenced.

25 43. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
26 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
27 below, and fully incorporated here as applicable.
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X.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS

(Labor Code §226)

(By Plaintiff and Wage Statement Subclass against Defendants)

44. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

45. By their failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendants willfully violated the provisions of Labor Code §226 and applicable Wage Orders.

46. As a result of Defendants' 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.

XI.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL BUSINESS EXPENSES

(Labor Code §§2800, 2802)

(By Plaintiff and Expense Reimbursement Subclass against Defendants)

47. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

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

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

50. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the term 'necessary expenditures or losses' shall include all reasonable costs,

1 including but not limited to, attorney's fees incurred by the employee enforcing
2 the rights granted by this section."

3 51. During the relevant time period, Defendants required Plaintiff and class
4 members to purchase equipment but did not reimburse them for the expenses
5 incurred as a result.

6 52. During the relevant time period, Defendants were required to reimburse
7 Plaintiff and class members for all expenditures or losses caused by the
8 employer's want of ordinary care and/or incurred in direct consequence of the
9 discharge of their duties, but failed to indemnify and reimburse Plaintiff and
10 class members in violation of Labor Codes §§ 2800 and 2802.

11 53. As a direct and proximate result, Plaintiff and class members have suffered, and
12 continue to suffer, substantial losses, related to the use and enjoyment of such
13 monies to be reimbursed, lost interest on such monies, and expenses and
14 attorney's fees in seeking to compel Defendants to fully perform their
15 obligations under California law, all of their damage in amounts according to
16 proof at the time of trial.

17
18 **XII.**

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

21 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

22 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)**

23 54. Plaintiff incorporates paragraphs 1 through 53 of this First Amended Complaint
24 as if fully alleged herein.

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

56. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have

1 suffered injury in fact and lost money or property. Plaintiff and said members
2 have been deprived of their rights as set forth in this First Amended Complaint,
3 including, but not limited to, payment of minimum and/or actual wages for all
4 hours worked.

5 57. Pursuant to Business and Professions Code § 17203, Plaintiff and other
6 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
7 owed to them under the Labor Code, and interest thereon, in which they had a
8 property interest, which Defendants failed to pay to them but withheld and
9 retained for themselves. Restitution of the money owed to Plaintiff, Plaintiff
10 Class and Subclasses is necessary to prevent Defendants from becoming
11 unjustly enriched by their failure to comply with the Labor Code provisions.

12 58. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
13 reasonable attorney's fees in connection with their unfair competition claims
14 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
15 and/or the common fund doctrine.

16 59. Plaintiff requests the court to issue a preliminary and permanent injunction
17 prohibiting defendants from committing the Labor Code and applicable Wage
18 Order violations set forth in this First Amended Complaint, and Plaintiff and
19 the members of Plaintiff Class and Subclasses have suffered further damages as
20 articulated in the Prayer for Relief, set forth below, also incorporated here fully
21 as applicable.

22
23 **XIII.**

24 **EIGHTH CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
26 **(LABOR CODE § 2699 *et seq.*)**
27 **(By Plaintiff and Aggrieved Employees Against Each Defendant)**

28 60. Plaintiff incorporates paragraphs 1 through 59 of this First Amended Complaint
as if fully alleged herein.

1 61. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
2 private parties may recover civil penalties for violations of the California Labor
3 Code. PAGA penalties are in addition to any other relief available under the
4 Labor Code.

5 62. As set forth above, Defendant violated the California Labor Code by
6 consistently failing to employ Plaintiff and other similarly situated employees
7 in compliance with California law.

8 63. Plaintiff provided written notice by certified mail to Defendants on June 21,
9 2022, and electronic notice thereafter to the State Labor & Workforce
10 Development Agency ("LWDA"), of the legal claims and theories of this case.
11 To date, and after 65 days from the date of mailing of notice, the LWDA has not
12 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
13 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
14 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
15 claim was assigned case number LWDA-CM-890611-22 by the LWDA.
16 Appended hereto is a copy of the notice communicated by Plaintiff.

17 64. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
18 recover the maximum civil penalties permitted by law from Defendant for the
19 violations of Labor Code alleged in this First Amended Complaint and the
20 notice communicated by Plaintiff.

21 65. Plaintiff and all other aggrieved employees are also entitled to recover their
22 attorneys' fees and costs under Labor Code § 2699.
23

24 XIV.

25 PRAYER FOR RELIEF

26
27 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
28 prays for relief and judgment against Defendants as follows:

- 1 A. An order certifying that Plaintiff may pursue his claims as a class action
2 under Section 382 of the Code of Civil Procedure; and it is further requested that
3 Plaintiff Class and each Plaintiff Subclass be certified;
- 4 B. An order appointing Plaintiff as Class representative;
- 5 C. An order appointing Plaintiff's counsel as Class counsel;
- 6 D. Disgorgement of Defendants' wrongfully obtained profits and restitution
7 of unpaid wages under Business and Professions Code §§ 17203, 17204;
- 8 E. Damages for unpaid additional compensation for failing to provide
9 timely or uninterrupted or lawful meal periods and rest periods;
- 10 F. Damages for unpaid minimum wages under Labor Code § 1194;
- 11 G. Damages for unpaid overtime and double time wages to the extent
12 applicable;
- 13 H. Liquidated damages under Labor Code § 1194.2;
- 14 I. Statutory penalties under Labor Code § 210;
- 15 J. Statutory penalties under Labor Code § 226(e);
- 16 K. Damages for unpaid penalty wages under Labor Code § 203;
- 17 L. Reimbursement of business expenses under Labor Code § 2802;
- 18 M. Reasonable attorney's fees and costs pursuant to statute, including, but
19 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
- 20 N. Enjoinment of Defendants from further acts of unfair competition and
21 continuous violations of the Labor Code and applicable Wage Orders;
- 22 O. Civil penalties under Labor Code Section 2699 (75% payable to the
23 LWDA and 25% payable to aggrieved employees);
- 24 P. For costs of the suit incurred; and

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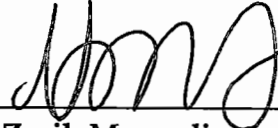
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1 Q. For such other relief that the Court may deem just and proper, including
2 prejudgment interest and costs.

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4 DATED: Nov. 16, 2022

MOORADIAN LAW, APC

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6 By: 

7 Zorik Mooradian,

8 Haik Hacopian,

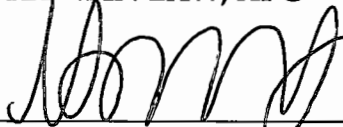
9 Attorneys for Plaintiff DOLORES CHAVEZ
10 individually and on behalf of other persons
11 similarly situated and similarly aggrieved
12 employees

13 **DEMAND FOR A JURY TRIAL**

14 Plaintiff DOLORES CHAVEZ hereby demands a jury trial in the above case.

15 DATED: Nov. 16, 2022

MOORADIAN LAW, APC

16
17 By: 

18 Zorik Mooradian,

19 Haik Hacopian,

20 Attorneys for Plaintiff DOLORES CHAVEZ
21 individually and on behalf of other persons
22 similarly situated and similarly aggrieved
23 employees
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Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

JUNE 21, 2021

VIA USPS CERTIFIED MAIL

Windsor Fashions, LLC
9603 John Street
Santa Fe Springs, CA 90670
7019 0160 0002 9187 4915

1505 Corporation 112
Agent for Service of Process for Windsor
Fashions, LLC
C T Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
7019 0160 0000 9187 4908

Gotworx Staffing, Inc
800 West Main Street, Suite 204
Freehold, NJ 07728
7019 0160 0000 9187 4892

1505 Corporation 1231
Agent for Service of Process for Gotworx
Staffing, Inc
Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814
7019 0160 0000 9187 4885

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*
Windsor Fashions, LLC & Gotworx Staffing, Inc

To Whom It May Concern:

This office represents Dolores Chavez with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against Windsor Fashions, LLC ("Windsor") and Gotworx Staffing, Inc ("Gotworx") (jointly referred to herein as "Employers") based upon their

illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Gotworx is a staffing agency which provides employees to Windsor, which is engaged in the business of clothing design and retail. Mr. Chavez worked as a non-exempt hourly employee of Employers at the facility located at 9603 John Street in Santa Fe Springs, California. Employers employ numerous non-exempt, hourly paid employees such as Mr. Chavez in California. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers implemented the policy and practice of failing to pay employees for all hours worked. Employers engaged in the practice of requiring off-the-clock work by employees. Employees also did not receive off-duty meal breaks. Notably, in Mr. Chavez's experience, Employers expressly refused to provide Mr. Chavez her final paycheck upon her separation and those wages remain owed. The foregoing practices resulted in underpayment of wages, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, any meal breaks taken were not off-duty as employees were prevented by Employers from leaving the work premises during meal breaks.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Employers have failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable. In Mr. Chavez's experience, Employers expressly refused to provide his final paycheck.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums. Notably, the wage statements issued to employees did not include the name and address of the employer as required nor did they specify the pay day.

Failure to Fully Reimburse Employee Expenses

Employers required that employees purchase equipment for work use but provided no reimbursement to employees for these expenses.

Additional Penalties

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

Code Provisions Violated and Legal Theories

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

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Sections 204 and 210: Employers violated, and continue to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above and within seven (7) calendar days following the close of payroll periods.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Section 2802: Employers violated and continue to violate, Labor Code Section 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 may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Mr. Chavez and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

7019 0160 0000 9187 4915

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Sent To

WINDSOR FASHIONS LLC

Street and Apt. No., or PO Box No.

9603 JOHN STREET

City, State, ZIP+4®

SANTA FE SPRINGS, CA 90670

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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Postage \$0.58

Total Postage and Fees \$4.33

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Street and Apt. No., or PO Box No.

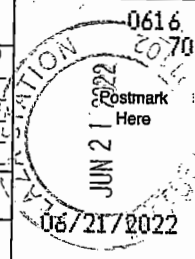
330 N. BRAND BLVD., SUITE 706

City, State, ZIP+4®

GLENDALE, CA 91203

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Freehold, NJ 07728

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

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GOTWORK STAFFING, INC

Street and Apt. No., or PO Box No.

800 WEST MAIN STREET SUITE 204

City, State, ZIP+4®

FREEHOLD, NJ 07728

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Sacramento, CA 95814

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Postage \$0.58

Total Postage and Fees \$4.33

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AGENT FOR SERVICE OF PROCESS FOR GOTWORK STAFFING, INC

Street and Apt. No., or PO Box No.

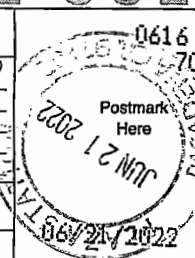
720 14TH STREET

City, State, ZIP+4®

SACRAMENTO, CA 95814

PS Form 3800, April 2015 PSN 7530-02-000-9047

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>

Tue, Jun 21, 2022 at 5:52 PM

6/21/2022

LWDA Case No. LWDA-CM-890611-22

Law Firm : Mooradian Law, APC

Plaintiff Name : Dolores Chavez

Employer: Windsor Fashions, LLC

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

22STCV20119

On **November 16, 2022**, I served on the parties of record in this action the foregoing document(s) described as:

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

Attorneys for Defendant GOTWORX STAFFING,
INC.

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

Haik Hacopian