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Attorneys for Plaintiffs AZADEH ROHANI and
MARIBEL RESENDIZ, individually, and on behalf of
all other similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

AZADEH ROHANI and MARIBEL
RESENDIZ, as individuals, on behalf of
themselves, all others similarly situated,
and the general public,

Plaintiffs,

vs.

TRENDZ BEAUTY CA INC., a corporation,
TRENDZ BEAUTY LA INC., a corporation
and TRENDZ BEAUTY SFO INC., a
corporation; and DOES 1-100,

Defendants.

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

CLASS ACTION (Plaintiff Class) (California
Code of Civil Procedure § 382)

Case No. BC 543838

Assigned for All Purposes to the Honorable
Ann I. Jones, Department 308

Date filed: April 25, 2014

1. **FAILURE TO PROVIDE MEAL AND
REST PERIOD COMPENSATION**
(CAL. LAB. CODE §§ 226.7, 512)
2. **FAILURE TO PAY OVERTIME
COMPENSATION** (CAL. LAB. CODE
§ 1194)
3. **FAILURE TO PAY COMPENSATION
FOR ALL HOURS WORKED AND
MINIMUM WAGE VIOLATIONS** (Cal.
Lab. Code §§ 216, 1194, 1194.2,
1197)
4. **WAITING TIME PENALTIES** (CAL.
LAB. CODE § 203)

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5. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS
(Cal. Lab. Code § 226, IWC Order)
 6. ILLEGAL DEDUCTION OF WAGES
(CAL. LAB. CODE §§ 221-23)
 7. FAILURE TO REIMBURSE OR
INDEMNIFY EXPENSES OR
LOSSES INCURRED AS A RESULT
OF PERFORMING WORK DUTIES
(CAL. LAB. CODE § 2802)
 8. PRIVATE ATTORNEY GENERAL
ACT (CAL. LAB. CODE §§ 2698, ET
SEQ.)
 9. UNFAIR BUSINESS PRACTICES
(CAL. BUS. & PROF. CODE §§
17200 ET SEQ.)

DEMAND FOR JURY TRIAL

Plaintiffs AZADEH ROHANI and MARIBEL RESENDIZ ("PLAINTIFFS"), as individuals, on behalf of themselves, all others similarly situated, and the general public, complain and allege on information and belief the following against TRENDZ BEAUTY CA INC., TRENDZ BEAUTY LA INC., and TRENDZ BEAUTY SFO INC., and DOES 1-100 (collectively "DEFENDANTS"):

INTRODUCTION

1. This case arises out of DEFENDANTS' systematic violations of California labor laws. DEFENDANTS own and operate Shapes Brow Bar salons. Shapes Brow Bar provides eyebrow shaping and other related services to customers. The owners and founders of DEFENDANTS' operations are Reema and Moshen Khan. PLAINTIFFS were DEFENDANTS' non-exempt employees who provided eyebrow shaping services,

1 including eyebrow threading services. PLAINTIFFS and other similarly situated non-
2 exempt employees (defined as the "PLAINTIFF CLASS" or "Class" below) were not
3 provided with meal and rest periods or compensation in lieu thereof in accordance with
4 California law. PLAINTIFFS and members of the PLAINTIFF CLASS were also not paid
5 the minimum wage for all hours worked, were not paid all of the overtime wages they
6 earned, were not reimbursed for business expenses which were incurred in the
7 performance of their job, were provided with inaccurate wage statements, had wages
8 illegally deducted from their paychecks for unintentional mistakes, including cash
9 shortages, and were not reimbursed for all business related expenses. Through this
10 lawsuit, PLAINTIFFS seek compensation for the meal and rest periods DEFENDANTS
11 failed to provide to PLAINTIFFS and members of the PLAINTIFF CLASS. PLAINTIFFS
12 also intend to recover all wages, including overtime pay, which they and other similarly
13 situated non-exempt employees rightfully earned but have been denied, minimum wages
14 and liquidated damages, reimbursement of all business related expenses, as well as all
15 penalties (statutory and civil) available as a result of DEFENDANTS' rampant violations
16 of the Labor Code.

17 JURISDICTION AND VENUE

18 2. The Court has personal jurisdiction over DEFENDANTS because they are
19 residents of and/or doing business in the state of California.

20 3. Venue is proper in this Court in accordance with section 395(a) of the
21 California Code of Civil Procedure because DEFENDANTS, or some of them, reside in
22 Los Angeles County. Moreover, DEFENDANTS employed PLAINTIFFS and members of
23 the PLAINTIFF CLASS in Los Angeles County and the harms occurred in Los Angeles
24 County.

25 PARTIES

26 4. Plaintiff AZADEH ROHANI is a resident of Los Angeles County, California.
27 Plaintiff AZADEH ROHANI was formerly employed by DEFENDANTS from May, 2009
28 until March 18, 2011.

1 5. Plaintiff MARIBEL RESENDIZ is a resident of Kern County, California.
2 DEFENDANTS employed Plaintiff MARIBEL RESENDIZ in August, 2011. Currently,
3 Plaintiff MARIBEL RESENDIZ still works for DEFENDANTS.

4 6. PLAINTIFFS are informed, believe, and allege that DEFENDANTS
5 TRENDZ BEAUTY CA INC., TRENDZ BEAUTY LA INC., and TRENDZ BEAUTY SFO
6 INC., are California corporations, and at all relevant times have been doing business in
7 California.

8 7. Section 2 of the applicable Industrial Wage Commission ("IWC") Order
9 defines an "employer" as any "person as defined in section 18 of the Labor Code, who
10 directly or indirectly, or through an agent or any other person, employs or exercises
11 control over the wages, hours or working conditions of any person." PLAINTIFFS are
12 informed, believe, and allege that DEFENDANTS directly, indirectly, or acting through the
13 agency of each other, employ or exercise control over the wages, hours or working
14 conditions of PLAINTIFFS and the rest of the PLAINTIFF CLASS, as defined below.
15 Furthermore, on information and belief, PLAINTIFFS allege that a centralized payroll and
16 accounting system is used to pay the wages of PLAINTIFFS and the rest of the
17 PLAINTIFF CLASS at all of DEFENDANTS' locations in California. Specifically,
18 DEFENDANTS pay the wages and other benefits of all Class members and direct and
19 control, with the assistance of or through the agency of the other named Defendants, the
20 terms and conditions of all Class members' employment. Accordingly, DEFENDANTS
21 are deemed joint employers of PLAINTIFFS and the rest of the Class.

22 8. The true names and capacities of defendants named as DOES 1-100,
23 inclusive, whether individual, corporate, associate, or otherwise, are unknown to
24 PLAINTIFFS, who therefore sue such defendants by such fictitious names. PLAINTIFFS
25 will amend this Complaint to show their true names and capacities when they have been
26 determined.

27 9. At all times mentioned herein, DEFENDANTS, and each of them, were the
28 agents, representatives, employees, successors, assigns, parents, subsidiaries and/or

1 affiliates, each of the other, and at all pertinent times were acting within the course and
2 scope of their authority as such agents, representatives, employees, successors,
3 assigns, parents, subsidiaries and/or affiliates. PLAINTIFFS also allege that
4 DEFENDANTS were, at all relevant times, the alter egos of each other. Wherever
5 reference is made to DEFENDANTS herein, it is intended to include all of the named
6 DEFENDANTS as well as the DOE Defendants. Each of the fictitiously named DOE
7 Defendants is responsible in some manner for the occurrences alleged and proximately
8 caused PLAINTIFFS' damages as well as damages of members of the PLAINTIFF
9 CLASS.

10 CLASS ACTION ALLEGATIONS

11 10. PLAINTIFFS bring this action as a class action on behalf of themselves and
12 all others similarly situated pursuant to section 382 of the California Code of Civil
13 Procedure. The class that PLAINTIFFS seek to represent (the "PLAINTIFF CLASS" or
14 the "Class") is composed of and defined as follows:

15 **All individuals who (1) were or are employed by DEFENDANTS as non-**
16 **exempt employees and (2) performed or perform eyebrow threading or any related**
17 **services at any of DEFENDANTS' locations in California at any time from March 9,**
18 **2010 until the final judgment (hereinafter "the Class period").**

19 The parties entered into a Tolling Agreement that was in effect from February 28,
20 2014 until April 16, 2014. The Class period includes the time the case was tolled
21 pursuant to this Tolling Agreement.

22 11. The members of the Class are so numerous that joinder of all
23 members would be unfeasible and not practicable. The membership of the entire Class
24 is unknown to PLAINTIFFS at this time. It is estimated that the entire Class is greater
25 than 100 individuals, but the identity of such membership is readily ascertainable via
26 inspection of the personnel records and other documents maintained by DEFENDANTS.

27 12. There are common questions of law and fact as to the Class which
28 predominate over questions affecting only individual members, including, without

1 limitation:

2 A. Whether DEFENDANTS failed to make available to
3 PLAINTIFFS and members of the PLAINTIFF CLASS meal and rest periods as required
4 by law and/or paid compensation in lieu thereof;

5 B. Whether DEFENDANTS denied PLAINTIFFS and members of
6 the PLAINTIFF CLASS all of the wages, including overtime wages, to which they were
7 entitled pursuant to the California Labor Code, the California IWC's Wage Orders, and all
8 other applicable employment laws and regulations;

9 C. Whether DEFENDANTS failed to pay the required state
10 minimum wage to PLAINTIFFS and members of the PLAINTIFF CLASS for every hour
11 where work was performed;

12 D. Whether DEFENDANTS owe PLAINTIFFS and members of
13 the PLAINTIFF CLASS waiting time penalties pursuant to section 203 of the California
14 Labor Code;

15 E. Whether DEFENDANTS have failed to properly provide
16 accurate itemized wage statements as well as keep accurate records as required by
17 California Labor Code section 226 and the applicable Industrial Welfare Commission's
18 ("IWC") Wage Order;

19 F. Whether DEFENDANTS violated sections 221 through 223 of
20 the California Labor Code by deducting wages from PLAINTIFFS and members of the
21 PLAINTIFF CLASS for cash shortages and other inadvertent, unintentional mistakes;

22 G. Whether DEFENDANTS violated section 2802 of the
23 California Labor Code by failing to reimburse or indemnify PLAINTIFFS and members of
24 the PLAINTIFF CLASS for expenses or losses incurred as a result of performing work
25 duties;

26 H. Whether DEFENDANTS engaged in unfair business practices
27 under section 17200 of the California Business and Professions Code;

28 I. The effect upon and the extent of damages suffered by the

1 PLAINTIFF CLASS and the appropriate amount of compensation.

2 13. The claims PLAINTIFFS plead as class action claims are typical of
3 the claims of all members of the PLAINTIFF CLASS as they arise out of the same course
4 of conduct and are predicated on the same violation(s) of the law. PLAINTIFFS, as
5 representative parties, will fairly and adequately protect the interests of the Class by
6 vigorously pursuing this suit through their attorneys who are skilled and experienced in
7 handling matters of this type.

8 14. The nature of this action and the nature of the laws available to the
9 PLAINTIFF CLASS make use of the class action format a particularly efficient and
10 appropriate procedure to afford relief to the PLAINTIFF CLASS. Further, this case
11 involves a corporate employer and a large number of individual employees possessing
12 claims with common issues of law and fact. If each employee were required to file an
13 individual lawsuit, the corporate defendants would necessarily gain an unconscionable
14 advantage since it would be able to exploit and overwhelm the limited resources of each
15 individual plaintiff with its vastly superior financial and legal resources. Requiring each
16 class member to pursue an individual remedy would also discourage the assertion of
17 lawful claims by employees who would be disinclined to pursue an action against their
18 present and/or former employer for an appreciable and justifiable fear of retaliation and
19 permanent damage to their careers at present and/or subsequent employment. Proof of
20 a common business practice or factual pattern to which the named PLAINTIFFS were
21 subjected is representative of the class mentioned herein and will establish the right of
22 each of the members of the class to recovery on the claims alleged herein.

23 15. The prosecution of separate actions by individual members of the
24 Class, even if possible, would create: (a) a substantial risk of inconsistent or varying
25 verdicts or adjudications with respect to the individual Class members against the
26 defendants herein; and/or (b) legal determinations with respect to individual Class
27 members which would, as a practical matter, be dispositive of the other Class members'
28 claims who are not parties to the adjudications and/or would substantially impair or

1 impede the ability of Class members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses attending thereto.
4 PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 **Meal and Rest Period Violations**

8 16. PLAINTIFFS and members of the PLAINTIFF CLASS are current or
9 former non-exempt employees of DEFENDANTS who performed eye threading services.
10 Throughout PLAINTIFFS' and members of the PLAINTIFF CLASS' employment with
11 DEFENDANTS, DEFENDANTS routinely failed to provide PLAINTIFFS and members of
12 the PLAINTIFF CLASS with legally compliant meal and rest periods or compensation in
13 lieu thereof as required by California law. Specifically, DEFENDANTS fail to schedule a
14 meal period where employees like PLAINTIFFS are relieved of all duty for a 30-minute
15 period within the first five hours of their shift or pay the premium compensation for the
16 missed meal period. Moreover, DEFENDANTS fail to provide paid rest periods or
17 compensate PLAINTIFFS and members of the PLAINTIFF CLASS for non-compliant rest
18 periods despite their knowledge that such periods are not made available to them.

19 17. DEFENDANTS enforced company policies that prevented
20 PLAINTIFFS and members of the PLAINTIFF CLASS from taking legally compliant meal
21 and rest periods. In particular, DEFENDANTS, pursuant to established policies and
22 procedures, required and still require PLAINTIFFS and members of the PLAINTIFF
23 CLASS to service all customers before taking a meal or rest period -- even if this means
24 that the meal or rest period will be missed or taken late. DEFENDANTS' managers and
25 supervisors have communicated this policy to PLAINTIFFS and members of the
26 PLAINTIFF CLASS both explicitly and implicitly.

27 18. Overall, DEFENDANTS exercise pervasive control over
28 PLAINTIFFS' and members of the PLAINTIFF CLASS' working conditions, including

1 when they can take meal and rest periods. Indeed, each retail location operated by
2 DEFENDANTS has cameras which can be reviewed by DEFENDANTS' managers and
3 supervisors remotely. DEFENDANTS' supervisors and managers constantly monitor
4 each retail location daily. Part of this monitoring includes regulating when PLAINTIFFS
5 and members of the PLAINTIFF CLASS can take meal and rest periods. If customers
6 are waiting, PLAINTIFFS and members of the PLAINTIFF CLASS will not be allowed to
7 take meal and rest periods. Further, if PLAINTIFFS and members of the PLAINTIFF
8 CLASS are on a meal or rest period, they would be instructed by management to assist
9 customers who arrived and get back to work despite the fact the meal or rest period was
10 not completed.

11 19. With respect to rest periods, DEFENDANTS required PLAINTIFFS
12 and members of the PLAINTIFF CLASS to clock-out for rest periods. By law, rest
13 periods must be paid and counted as time worked. Therefore, an unpaid rest period is
14 the equivalent of a missed rest period, entitling the employee to an additional hour of pay.

15 20. Despite knowing that meal and rest periods have been missed or
16 taken late due to their policies and procedures, DEFENDANTS never pay the required
17 meal or rest period premium.

18 21. Subsequent to being put on notice of PLAINTIFFS' intention to file
19 this lawsuit, DEFENDANTS hired persons for the purpose of altering PLAINTIFFS' and
20 members of the PLAINTIFF CLASS' time records in order to falsely show compliance
21 with California's meal and rest period laws. The persons DEFENDANTS hired manually
22 altered the time records to show meal and rest periods which were not taken or to show
23 that a meal or rest period was timely taken when in fact it was not.

24 **Off-the-Clock Work**

25 22. DEFENDANTS' policies and procedures also have resulted in
26 PLAINTIFFS and members of the PLAINTIFF CLASS being required to work off-the-clock
27 and without any compensation, thereby resulting in violations of California's minimum
28 wage laws. For example, DEFENDANTS have a policy and practice of requiring

1 PLAINTIFFS and members of the PLAINTIFF CLASS to clean the store and balance the
2 cash register after clocking-out for the day. These tasks could take up to an hour and are
3 completely unpaid.

4 23. DEFENDANTS also: (1) would not pay PLAINTIFFS or members of
5 the PLAINTIFF CLASS for work performed when they were clocked out for meal or rest
6 periods; and (2) as stated above, would not pay for the time PLAINTIFFS and members
7 of the PLAINTIFF CLASS were on rest periods.

8 24. DEFENDANTS also failed to ensure that the time worked by
9 PLAINTIFFS and members of the PLAINTIFF CLASS was recorded accurately.
10 PLAINTIFFS and members of the PLAINTIFF CLASS complained to DEFENDANTS
11 about DEFENDANTS' Point of Sale system. DEFENDANTS' Point of Sale system, which
12 keeps track of the time worked by employees: (a) prevented members of the PLAINTIFF
13 CLASS from clocking in, leaving no record of when he or she arrived to work; (b) allowed
14 members of the PLAINTIFF CLASS to clock in and out, but it did not show them what
15 time they clocked in or out; and (c) automatically clocked members of the PLAINTIFF
16 CLASS in and out, completely disregarding what times they actually worked. Plaintiff
17 MARIBEL RESENDIZ had knowledge of the Point of Sale system's issues. She
18 repeatedly complained about the aforementioned issues to her supervisors. Plaintiff
19 MARIBEL RESENDIZ also learned that DEFENDANTS would clock members of the
20 PLAINTIFF CLASS out while they were working in the store when there were no
21 customers present. PLAINTIFFS and members of the PLAINTIFF CLASS complained
22 about the corporate office's practice of clocking employees in and out without their
23 knowledge and without any system in place. DEFENDANTS repeatedly ignored these
24 complaints.

25 **Overtime**

26 25. DEFENDANTS failed to pay all of the overtime wages earned by
27 PLAINTIFFS and members of the PLAINTIFF CLASS. For part of the Class period,
28 DEFENDANTS had a policy and practice of compensating overtime hours at a straight

1 rate of pay. Moreover, because PLAINTIFFS and members of the PLAINTIFF CLASS
2 were required to work during meal periods where they were clocked-out, were improperly
3 clocked-out for rest periods, were required to work off-the-clock at the beginning or end of
4 the their shifts, and/or were clocked-out without their knowledge, they were denied all of
5 the overtime pay they earned to the extent the uncompensated hours/time also constitute
6 overtime hours/time.

7 **Improper Deductions and Failure to Pay for All Business Expenses**

8 26. PLAINTIFFS and members of the PLAINTIFF CLASS also had
9 deductions taken out of their wages for inadvertent, unintentional mistakes such as cash
10 shortages or malfunctioning machines. DEFENDANTS required that members of the
11 PLAINTIFF CLASS cover all cash shortages, regardless of fault or intention.
12 DEFENDANTS demanded that members of the PLAINTIFF CLASS cover a cash
13 shortage, even when the reason for the shortage was a computer glitch. For example,
14 one day, Plaintiff MARIBEL RESENDIZ provided services to a customer who held a store
15 membership. Members pay a membership fee and, thus, do not pay for services in the
16 store. Plaintiff MARIBEL RESENDIZ was unable to check the customer into the store
17 database because the computers were malfunctioning. She helped the customer. Later
18 in the day, after the computers were fixed, Plaintiff MARIBEL RESENDIZ logged the
19 service into her system and learned that this particular customer's membership had
20 expired. DEFENDANTS demanded that Plaintiff MARIBEL RESENDIZ cover the eleven
21 (11) dollar cash shortage for that customer's service. Plaintiff MARIBEL RESENDIZ was
22 in no way at fault for the shortage.

23 27. DEFENDANTS also failed to reimburse or indemnify PLAINTIFFS
24 and members of the PLAINTIFF CLASS for expenses or losses incurred as a result of
25 performing work duties. For example, DEFENDANTS did not reimburse PLAINTIFFS
26 and members of the PLAINTIFF CLASS for parking costs associated with having to park
27 at some Trendz Beauty stores or mileage expenses incurred as a result of driving
28 performed on behalf and for the benefit of the employer. In addition, DEFENDANTS

1 failed to reimburse members of the Class for store-related purchases. Specifically,
2 DEFENDANTS demanded that Plaintiff MARIBEL RESENDIZ order and purchase cotton
3 balls and thread for a number of DEFENDANTS' stores. DEFENDANTS failed to pay her
4 for the cotton balls, the time she spent buying the cotton balls, and the shipping costs
5 associated with shipping the cotton balls to various stores. In the rare instances where
6 DEFENDANTS reimbursed PLAINTIFFS and members of the PLAINTIFF CLASS for
7 expenses incidental to their employment, they deduced taxes from the total
8 reimbursement amount.

9 **Other Claims**

10 28. PLAINTIFFS and members of the PLAINTIFF CLASS were also not
11 provided with all wages due upon termination or resignation. The failure to pay all wages
12 due at the time of separation was willful and the result of intentional policies and
13 procedures utilized by DEFENDANTS.

14 29. DEFENDANTS also knowingly and intentionally failed to provide
15 accurate wage statements. The total hours worked, gross pay earned, and the net pay
16 earned are all inaccurate as a result of the violations discussed above, among other
17 deficiencies (including the failure to show deductions from wages).

18 30. The aforementioned acts also constitute unfair and unlawful
19 business practices as defined by law pursuant to sections 17200, et seq., of the Business
20 and Professions Code. By virtue of this action, PLAINTIFFS seek to restore all wages to
21 PLAINTIFFS and members of the PLAINTIFF CLASS that DEFENDANTS wrongfully
22 took or withheld.

23 31. DEFENDANTS' violations of the law were willful and done according
24 to DEFENDANTS' established policies and procedures applicable to PLAINTIFFS and all
25 members of the PLAINTIFF CLASS.

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1 FIRST CAUSE OF ACTION

2 FAILURE TO PROVIDE MEAL AND REST PERIOD COMPENSATION

3 (CAL. LAB. CODE §§ 226.7, 512)

4 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
5 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

6 32. PLAINTIFFS reallege and incorporate, by reference, as though fully
7 set forth, the allegations contained in paragraphs 1 to 31.

8 33. Throughout PLAINTIFFS' employment with DEFENDANTS,
9 DEFENDANTS failed to make available to PLAINTIFFS and members of the PLAINTIFF
10 CLASS uninterrupted, work-free 30-minute meal periods in accordance with the
11 requirements of California law, and failed to compensate them for missed meal periods.
12 DEFENDANTS also failed to provide rest periods to PLAINTIFFS and members of the
13 PLAINTIFF CLASS in accordance with the requirements of California law and failed to
14 compensate them for missed rest periods.

15 34. PLAINTIFFS are informed, believe, and allege that DEFENDANTS'
16 failure to provide meal and rest periods and to compensate PLAINTIFFS and members of
17 the PLAINTIFF CLASS for these missed meal and rest periods was willful, purposeful,
18 unlawful, and done in accordance with the policies and practices of DEFENDANTS'
19 operations.

20 35. As a proximate cause of the aforementioned violations, PLAINTIFFS
21 and members of the PLAINTIFF CLASS have been damaged in an amount according to
22 proof at time of trial, but in an amount in excess of the jurisdiction of this Court.
23 PLAINTIFFS and the PLAINTIFF CLASS are entitled to recover the unpaid balance of
24 wages owed, penalties, interest, reasonable attorney fees, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME COMPENSATION**

3 (CAL. LAB. CODE § 1194)

4 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
5 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

6 36. PLAINTIFFS reallege and incorporate, by reference, as though fully
7 set forth, the allegations contained in paragraphs 1 to 35.

8 37. DEFENDANTS routinely required PLAINTIFFS and members of the
9 PLAINTIFF CLASS to work more than eight (8) hours per day, twelve (12) hours per day,
10 and/or forty (40) hours per week.

11 38. DEFENDANTS failed to fully compensate PLAINTIFFS and
12 members of the PLAINTIFF CLASS for all overtime wages earned.

13 39. PLAINTIFFS are informed, believe, and allege that DEFENDANTS'
14 failure to fully compensate PLAINTIFFS and members of the PLAINTIFF CLASS for
15 overtime work was willful, purposeful, and unlawful and done in accordance with the
16 policies and practices of DEFENDANTS' operations.

17 40. As a proximate cause of the aforementioned violations, PLAINTIFFS
18 and members of the PLAINTIFF CLASS have been damaged in an amount according to
19 proof at time of trial, but in an amount in excess of the jurisdiction of this Court.
20 PLAINTIFFS and the PLAINTIFF CLASS are entitled to recover the unpaid balance of
21 wages owed, penalties, reasonable attorney fees, and costs of suit, according to the
22 mandate of sections 1194, et seq., of the California Labor Code.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED AND**

25 **MINIMUM WAGE VIOLATIONS**

26 (CALIFORNIA LABOR CODE §§ 216, 1194, 1194.2 and 1197)

27 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
28 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

1 41. PLAINTIFFS reallege and incorporate, by reference, as though fully
2 set forth, the allegations contained in paragraphs 1 to 40.

3 42. PLAINTIFFS bring this action to recover unpaid compensation for all
4 hours worked as defined by the applicable Industrial Welfare Commission ("IWC") wage
5 order as the time during which an employee is subject to the control of an employer, and
6 includes all the time the employee is suffered or permitted to work, whether or not
7 required to do so.

8 43. Under Section 1197 of the California Labor Code and the relevant
9 IWC Wage order, employers must pay their non-exempt employees an hourly rate equal
10 to or greater than the state's minimum wage. Moreover, the California Labor Code
11 requires payment of the legal minimum wage for each hour worked by an employee and
12 does not allow employers to "average" the wages paid to employees when it comes to
13 determining compliance with state minimum wage laws. As such, a failure to pay for any
14 hours worked by an employee necessarily results in a minimum wage violation under
15 California law.

16 44. PLAINTIFF and members of the PLAINTIFF CLASS are non-exempt
17 employees. Therefore, DEFENDANTS were obligated to pay them the statutory or
18 agreed upon rate for each hour worked.

19 45. DEFENDANTS' conduct described in this Complaint violates, among
20 other things, Labor Code sections 216, 1194, 1194.2 and 1197.

21 46. PLAINTIFFS and members of the PLAINTIFF CLASS are entitled to
22 recover the unpaid balance of compensation DEFENDANTS owe them, plus interest on
23 that amount, liquidated damages pursuant to Labor Code section 1194.2, and reasonable
24 attorney fees and costs of this suit pursuant to Labor Code section 1194.

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1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 (CAL. LAB. CODE § 203)

4 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
5 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

6 47. PLAINTIFFS reallege and incorporate, by reference, as though fully
7 set forth, the allegations contained in paragraphs 1 to 46.

8 48. Pursuant to section 201 of the California Labor Code, if an employer
9 discharges an employee, the wages earned and unpaid at the time of the discharge are
10 due and payable immediately. Pursuant to section 202 of the California Labor Code, if an
11 employee quits his or her employment, the wages earned and unpaid at the time of the
12 discharge are due and payable within seventy-two (72) hours of the resignation.

13 49. PLAINTIFFS and members of the PLAINTIFF CLASS were either
14 terminated by DEFENDANTS or have resigned from their employment with
15 DEFENDANTS. To this day, neither PLAINTIFFS nor members of the PLAINTIFF
16 CLASS have received all of the wages and other compensation they rightfully earned.

17 50. DEFENDANTS, and each of them, willfully refused and continue to
18 refuse to pay PLAINTIFFS and members of the PLAINTIFF CLASS all wages earned,
19 including overtime compensation, in a timely manner, as required by section 203 of the
20 California Labor Code. PLAINTIFFS therefore request restitution and penalties as
21 provided by this section of the California Labor Code.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

24 (CALIFORNIA LABOR CODE § 226, IWC Wage Order)

25 PLAINTIFFS in their individual capacities and in their capacities as representatives of all
26 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

27 51. PLAINTIFFS reallege and incorporate, by reference, as though fully
28 set forth, the allegations contained in paragraphs 1 to 50.

1 52. Cal. Labor Code § 226(a) and the applicable IWC Wage Order
2 requires that DEFENDANTS keep accurate records and semimonthly or at the time of
3 payment of wages, furnish each of his or her employees itemized wage statements
4 showing, among other things (1) gross wages earned, (2) total hours worked by the
5 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
7 made on written orders of the employee may be aggregated and shown as one item, (5)
8 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
9 the name of the employee and only the last four digits of his or her social security number
10 or an employee identification number other than a social security number, (8) the name
11 and address of the legal entity that is the employer and, if the employer is a farm labor
12 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
13 legal entity that secured the services of the employer, and (9) all applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee

16 53. DEFENDANTS knowingly and intentionally failed to comply with
17 California Labor Code section 226(a) and the applicable IWC Wage Order by failing to
18 keep and provide required accurate itemized wage statements and by failing to
19 accurately report gross and net wages earned, time worked, and deductions taken out,
20 among other deficiencies.

21 54. PLAINTIFFS are informed and believe and allege that
22 DEFENDANTS knowingly and intentionally provided inaccurate payroll records to
23 PLAINTIFFS and members of the PLAINTIFF CLASS. PLAINTIFFS and members of the
24 PLAINTIFF CLASS have suffered actual damages as a result of DEFENDANTS' violation
25 of Cal. Labor Code § 226(a) and the applicable IWC Wage Order. In addition,
26 PLAINTIFFS and the class have also suffered, and will continue to suffer, actual
27 damages in the form of additional litigation expenses incurred to calculate lost wages.
28 These additional litigation expenses include, but are not limited to, attorney's fees, expert

1 witnesses and other costs attendant to the calculation of lost wages when such costs
2 would not need to be incurred if DEFENDANTS had provided proper itemized wage
3 statements to PLAINTIFFS and similarly situated Drivers that complied with Cal. Labor
4 Code § 226(a) and the applicable IWC Wage Order.

5 55. Cal. Labor Code § 226(e) and (g) provide that an employee suffering
6 injury as a result of a knowing and intentional failure by an employer to comply with
7 subdivision (a) is entitled to recover the greater of all actual damages or Fifty dollars
8 (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
9 per employee for each violation in subsequent pay period, not exceeding an aggregate
10 penalty of Four Thousand dollars (\$4000) and is entitled to an award of costs and
11 reasonable attorney's fees.

12 56. PLAINTIFFS and members of the PLAINTIFF CLASS are therefore
13 entitled to recover all amounts for all such wages and expenses and benefits on such
14 wage statements, penalties, interest, attorney's fees, and other court costs and expenses
15 of suit, according to proof at trial. PLAINTIFFS and similarly situated eye threaders are
16 also entitled to recover, in addition to or in lieu of some or all wages and expenses and
17 benefits, nominal, actual and compensatory damages in amounts according to proof at
18 trial.

19 **SIXTH CAUSE OF ACTION**

20 **ILLEGAL DEDUCTION OF WAGES**

21 **(CAL. LAB. CODE §§ 221-23)**

22 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
23 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

24 57. PLAINTIFFS reallege and incorporate, by reference, as though fully
25 set forth herein, the allegations contained in paragraphs 1 to 56.

26 58. Pursuant to section 221 of the Labor Code, it is unlawful for "any
27 employer to collect or receive from an employee any part of wages theretofore paid by
28 said employer to said employee."

1 59. Pursuant to section 222 of the Labor Code, it is unlawful, "in case of
2 any wage agreement arrived at through collective bargaining, either willfully or unlawfully
3 or with intent to defraud an employee... to withhold from said employee any part of the
4 wage agreed upon."

5 60. Pursuant to section 223 of the Labor Code, "Where any statute or
6 contract requires an employer to maintain the designated wage scale, it shall be unlawful
7 to secretly pay a lower wage while purporting to pay the wage designated by statute or by
8 contract."

9 61. In violation of sections 221 through 223 of the California Labor Code,
10 DEFENDANTS improperly deducted wages from PLAINTIFFS and members of the
11 PLAINTIFF CLASS for damages that were the result of unintentional mistakes and
12 negligence.

13 62. The improper deductions taken from PLAINTIFFS' and members of
14 the PLAINTIFF CLASS' wages was willful, purposeful, and done in accordance with
15 DEFENDANTS' established policies and procedures.

16 63. As a proximate result of the aforementioned violations, PLAINTIFFS
17 have been damaged in an amount according to proof at time of trial, but in an amount in
18 excess of the jurisdiction of this Court.

19 **SEVENTH CAUSE OF ACTION**

20 FAILURE TO REIMBURSE OR INDEMNIFY EXPENSES OR LOSSES INCURRED AS A
21 RESULT OF PERFORMING WORK DUTIES

22 (CAL. LAB. CODE § 2802)

23 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
24 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

25 64. PLAINTIFFS reallege and incorporate, by reference, as though fully
26 set forth herein, the allegations contained in paragraphs 1 to 63.

27 65. Pursuant to section 2802 of the Labor Code, an employer must
28 indemnify his or her employee for all necessary expenditures or losses incurred by the

1 employee in direct consequence of the discharge of his or her duties.

2 66. PLAINTIFFS and members of the PLAINTIFF CLASS were forced to
3 make expenditures in the discharge of their duties, including, but not limited to,
4 expenditures related to driving and travel. DEFENDANTS, however, failed to indemnify
5 and reimburse PLAINTIFFS and members of the PLAINTIFF CLASS for such expenses,
6 as an employer is required to do.

7 67. PLAINTIFFS and members the PLAINTIFF CLASS suffered losses
8 within the meaning of section 2802 of the Labor Code by means of the conduct alleged
9 herein. In violation of state law, DEFENDANTS have knowingly and willfully refused to
10 perform their obligations and failed to properly indemnify and reimburse PLAINTIFFS and
11 members of PLAINTIFF CLASS.

12 68. As a proximate result of the aforementioned violations, PLAINTIFFS
13 have been damaged in an amount according to proof at time of trial, but in an amount in
14 excess of the jurisdiction of this Court.

15 **EIGHTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEY GENERAL ACT**

17 (CAL. LAB. CODE §§ 201-203, 204, 210, 216, 221, 222, 223, 224, 225.5, 226, 226.7,
18 510, 512, 558, 1194, 1197, 1197.1, 1199, 2698, ET SEQ., 2802)

19 By Plaintiff MARIBEL RESENDIZ as representative of all similarly situated members of
20 the PLAINTIFF CLASS against DEFENDANTS.

21 69. PLAINTIFFS reallege and incorporate by reference, as though fully
22 set forth, the allegations contained in paragraphs 1 to 68.

23 70. PLAINTIFFS, on behalf of both the PLAINTIFF CLASS and the
24 general public, allege that on or about May 5, 2016, Plaintiff MARIBEL RESENDIZ
25 provided written notice to the Labor and Workforce Development Agency ("LWDA") and
26 DEFENDANTS of the specific violations of the California Labor Code that DEFENDANTS
27 have violated and continue to violate. Pursuant to section 2699.3(a)(2)(A), Plaintiff
28 MARIBEL RESENDIZ has exhausted all administrative procedures required of her under

1 sections 2698, 2699, and 2699.3 of the California Labor Code. As a result, PLAINTIFFS
2 are justified as a matter of right in bringing this cause of action.

3 71. As a result of all of these alleged acts, Plaintiff MARIBEL RESENDIZ
4 seeks penalties under sections 2698 and 2699 of the California Labor Code.

5 72. Pursuant to section 2699 of the California Labor Code, Plaintiff
6 MARIBEL RESENDIZ and members of the PLAINTIFF CLASS should be awarded
7 twenty-five percent (25%) of all penalties due under California law, including attorney
8 fees and costs.

9 **NINTH CAUSE OF ACTION**

10 **UNFAIR BUSINESS PRACTICES**

11 **(CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.)**

12 By PLAINTIFFS in their individual capacities and in their capacities as representatives of
13 all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

14 73. PLAINTIFFS reallege and incorporate, by reference, as though fully
15 set forth, the allegations contained in paragraphs 1 to 72.

16 74. DEFENDANTS' violations of the employment laws and regulations,
17 as alleged herein, include, among other things: (1) DEFENDANTS' failure to provide
18 legally compliant meal and rest periods or compensation in lieu thereof; add minimum
19 wage (2) DEFENDANTS' failure and refusal to pay all wages, including overtime and
20 minimum wages, earned by PLAINTIFFS and the PLAINTIFF CLASS pursuant to
21 DEFENDANTS' illegal pay practices described above; (3) DEFENDANTS' improper
22 deduction of wages; and (4) DEFENDANTS' failure to reimburse PLAINTIFFS and
23 members of the PLAINTIFF CLASS for work related expenses. The aforementioned
24 violations constitute unfair business practices in violation of the Unfair Competition Law,
25 codified in sections 17200, et seq., of the California Business and Professions Code.

26 75. As a result of DEFENDANTS' unfair business practices,
27 DEFENDANTS have reaped unfair benefits and illegal profits at the expense of
28 PLAINTIFFS, the PLAINTIFF CLASS, and members of the public. DEFENDANTS

1 should be compelled to restore such monies to PLAINTIFFS and members of the
2 PLAINTIFF CLASS.

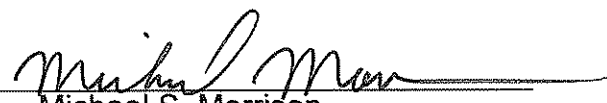
3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, PLAINTIFFS pray for judgment as follows:

- 5 1. That the Court determine that Causes of Action 1-7 and 9 may be
6 maintained as a class action and Cause of Action 8 as a PAGA representative action;
7 2. For general and compensatory damages, according to proof;
8 3. For restitution of all monies due to PLAINTIFFS and the PLAINTIFF
9 CLASS;
10 4. For waiting time penalties pursuant to California Labor Code §§ 203;
11 5. For any other civil or statutory penalties recoverable by law for the
12 aforementioned violations, including penalties recoverable under the PAGA;
13 6. For interest accrued to date;
14 7. For costs of the suit incurred;
15 8. For attorney fees and costs pursuant to California Labor Code §§'s
16 218.5, 226, 1194, and 1021.5(h), or any other fee shifting statute applicable to this case;
17 and
18 9. For such other and further relief that the Court may deem just and
19 proper.

20
21 DATED: June 14, 2016

ALEXANDER KRAKOW + GLICK LLP

22
23 By: 
24 Michael S. Morrison
25 Attorney for Plaintiffs
26 AZADEH ROHANI and MARIBEL
27 RESENDIZ, individually and on behalf of
28 all others similarly situated

1 DEMAND FOR JURY TRIAL

2 PLAINTIFFS and members of the PLAINTIFF CLASS further request a trial by jury
3 on all issues so triable.

4
5 DATED: June¹⁴, 2016

ALEXANDER KRAKOW + GLICK LLP

6
7 By: 

8 Michael Morrison
9 Attorney for Plaintiffs
10 AZADEH ROHANI and MARIBEL
11 RESENDIZ, individually and on behalf of
12 all others similarly situated
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PROOF OF SERVICE

I am over the age of 18 years, not a party to this action, and am employed in the County of Los Angeles, State of California. My business address is ALEXANDER KRAKOW + GLICK LLP, 401 Wilshire Blvd., Suite 1000, Santa Monica, CA 90401.

On, June 14, 2016, following the ordinary business practices of ALEXANDER KRAKOW + GLICK LLP as set forth below, I served a true and correct copy of the foregoing documents described as **JOINT STIPULATION TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER RE JOINT STIPULATION TO FILE FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT (LODGED)** in a sealed envelope, with postage fully prepaid, addressed as follows:

[SEE SERVICE LIST]

() BY MAIL. I am readily familiar with ALEXANDER KRAKOW + GLICK LLP's practice for collection and processing of correspondence for mailing with the U.S. Postal Service. Under that practice, in the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on the same day with postage fully prepaid at ALEXANDER KRAKOW + GLICK LLP, 401 Wilshire Blvd., Suite 1000, Santa Monica, CA 90401. The above envelope was placed for collection and mailing on the above date following ALEXANDER KRAKOW + GLICK's ordinary business practice. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposition for mailing.

(X) VIA ELECTRONIC FILING SERVICE. Complying with CCP § 1010.6, my electronic business address is kconstante@akglp.com and I caused such document(s) to be electronically served through CaseAnywhere system for the above-entitled case to those parties on the Service List maintained on its website for this case. The file transmission was reported as complete and a copy of the Filing/Service Receipt will be maintained with the original document(s) in our office.

() VIA FACSIMILE. I sent said documents via facsimile.

() VIA EMAIL. I sent said document(s) via electronic mail to the addressee.

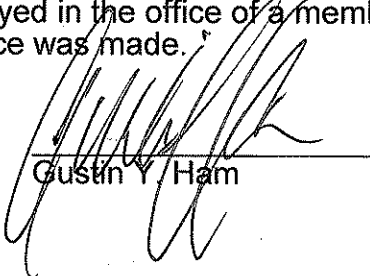
() VIA FEDEX. I delivered said documents via overnight delivery.

() BY PERSONAL SERVICE. I caused delivery of said envelope by hand to the offices of the addressee(s).

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

() (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Dated: June 14, 2016


Gustin Y. Ham

SERVICE LIST

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