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13 LUNA, as individuals and on behalf of all others similarly situated,

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 HERLINDA GONZALEZ, TERESA
13 FRANCO, and RITA LUNA, as individuals
14 and on behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 EMINENT, INC., a Delaware corporation,
18 doing business as "Revolve"; MICHAEL
19 MENTE, an individual; and DOES 1 through
20 100, inclusive,

21 Defendants.

CASE NO.: 22STCV31998
(Related Case No: 22STCV31958)

SECOND AMENDED CLASS ACTION
COMPLAINT FOR:

1. VIOLATION OF PAGA
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PAY MINIMUM WAGES;
4. FAILURE TO PROVIDE MEAL PERIODS;
5. FAILURE TO PROVIDE REST PERIODS;
6. WAITING TIME PENALTIES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO TIMELY PAY WAGES; and
10. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

COMES NOW plaintiffs HERLINDA GONZALEZ (“Plaintiff Gonzalez”), TERESA FRANCO (“Plaintiff Franco”), and RITA LUNA (“Plaintiff Luna” and collectively with Plaintiff Gonzalez and Plaintiff Franco, “Plaintiffs”) on behalf of themselves and all others similarly situated, who complain and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against EMINENT, INC., doing business as “Revolve” (“Eminent”), MICHAEL MENTE (“Mente”), REVOLVE GROUP, INC., (“Revolve”)¹, and any of their respective parents, subsidiaries or affiliated companies within the State of California (Eminent, Mente, Revolve, and DOES 2 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective parents, subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff Gonzalez and Plaintiff Luna, and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

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¹ Revolve is also known as DOE 1 in this Action.

1 **PARTIES**

2 **A. Plaintiffs**

3 3. Plaintiff HERLINDA GONZALEZ is a resident of the State of California. At all
4 relevant times herein, Plaintiff Gonzalez is informed and believes, and based thereon alleges that
5 Defendants employed Plaintiff Gonzalez as a non-exempt employee, with duties that included, but
6 were not limited to, entering orders into the computer system, building boxes for orders, packing
7 bags, ticketing and shipping. Plaintiff Gonzalez is informed and believes, and based thereon alleges
8 that Plaintiff Gonzalez worked for Defendants from approximately May of 2021 through
9 approximately November of 2021.

10 4. Plaintiff TERESA FRANCO is a resident of the State of California. At all relevant
11 times herein, Plaintiff Franco is informed and believes, and based thereon alleges that Defendants
12 employed Plaintiff Franco as a non-exempt employee, with duties that included, but were not limited
13 to, entering orders into the packing orders for delivery, and returning money and unpacking returned
14 orders. Plaintiff Franco is informed and believes, and based thereon alleges that Plaintiff Franco
15 worked for Defendants from approximately 2015 through approximately 2022.

16 5. Plaintiff RITA LUNA is a resident of the State of California. At all relevant times
17 herein, Plaintiff Luna is informed and believes, and based thereon alleges that Defendants employed
18 Plaintiff Luna as a non-exempt employee, with duties that included, but were not limited to, picking
19 merchandize items, scanning, packing, weighing, then closing the packages for shipping. Plaintiff
20 Luna is informed and believes, and based thereon alleges that Plaintiff Luna worked for Defendants
21 from approximately March of 2016 through approximately January of 2025.

22 **B. Defendants**

23 6. Plaintiffs are informed and believe and based thereon alleges that defendant Eminent
24 is, and at all times relevant hereto was, a corporation organized, authorized and licensed to do
25 business in the State of Delaware. Plaintiffs are further informed and believe, and based thereon
26 allege, that defendant Eminent is authorized to, and does in fact, operate and do business in the
27 County of Los Angeles, State of California with members and managers domiciled and citizens of
28 the State of California. At all relevant times herein, defendant Eminent employed Plaintiffs and

1 similarly situated employees, and Aggrieved Employees, within the County of Los Angeles in the
2 State of California.

3 7. Plaintiffs are informed and believe and based thereon allege that defendant Eminent
4 is, and at all times relevant hereto was, a “person” as defined in Labor Code section 17 and Cal.
5 Bus. & Prof. Code § 17201.

6 8. Plaintiffs are informed and believe and based thereon allege that defendant Mente is,
7 and at all times relevant hereto was, an individual residing in California, as well as a principal,
8 owner, officer, director and/or managing agent for Eminent. Plaintiffs are further informed and
9 believe and based thereon allege that Mente violated, or caused to be violated, the above-referenced
10 and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

11 9. Plaintiffs are informed and believe and based thereon allege that defendant Revolve
12 is, and at all times relevant hereto was, a corporation organized, authorized and licensed to do
13 business in the State of Delaware. Plaintiffs are further informed and believe, and based thereon
14 allege, that defendant Revolve is authorized to, and does in fact, operate and do business in the
15 County of Los Angeles, State of California. At all relevant times herein, defendant Revolve
16 employed Plaintiffs and similarly situated employees, and Aggrieved Employees, within the County
17 of Los Angeles in the State of California.

18 10. Plaintiffs are informed and believe and based thereon allege that defendant Revolve
19 is, and at all times relevant hereto was, a “person” as defined in Labor Code section 17 and Cal.
20 Bus. & Prof. Code § 17201.

21 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
23 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
26 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
27 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
28 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent

1 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
2 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
3 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
4 include Eminent, Mente, Revolve, and any of their parents, subsidiaries, or affiliated companies
5 within the State of California, as well as DOES 2 through 100 identified herein.

6 **JOINT LIABILITY ALLEGATIONS**

7 12. Plaintiffs are informed and believe and based thereon allege that all the times
8 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
9 representative, joint venture or co-conspirator of each of the other defendants, either actually or
10 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
11 employment, joint venture, and conspiracy.

12 13. All of the acts and conduct described herein of each and every corporate and limited
13 liability company defendant was duly authorized, ordered, and directed by the respective and
14 collective defendant corporate and limited liability company employers, and the officers, members
15 and management-level employees of said corporate and limited liability company employers. In
16 addition thereto, said corporate and limited liability company employers participated in the
17 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
18 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
19 company employees, agents, and representatives, the defendant corporation and limited liability
20 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
21 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
22 aforementioned corporate and limited liability company employees, agents and representatives.

23 14. Plaintiffs are further informed and believe and based thereon allege that defendant
24 Mente violated, or caused to be violated, the above-referenced and below-referenced Labor Code
25 provisions in violation of Labor Code section 558.1.

26 15. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
27 unity of interest and ownership between and among Defendants, and each of them, that their
28 individuality and separateness have ceased to exist.

1 16. Plaintiffs are informed and believe, and based thereon allege that despite the
2 formation of the purported corporate, DBA, and/or limited liability existence of Eminent, Revolve,
3 and DOES 2 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one
4 and the same with Mente and DOES 51 through 100 (“Individual Defendants”), and each of them,
5 due to, but not limited to, the following reasons:

6 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
7 Defendants who personally committed the wrongful and illegal acts and violated the
8 laws as set forth in this Complaint, and who has hidden and currently hide behind the
9 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
10 other wrongful or inequitable purpose;

11 B. The Individual Defendants derive actual and significant monetary benefits by and
12 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
13 Defendants as the funding source for the Individual Defendants’ own personal
14 expenditures;

15 C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants
16 and the Alter Ego Defendants, while really one and the same, were segregated to
17 appear as though separate and distinct for purposes of perpetrating a fraud,
18 circumventing a statute, or accomplishing some other wrongful or inequitable
19 purpose;

20 D. Plaintiffs are informed and believe and thereon allege that the business affairs of the
21 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
22 mentioned herein were, so mixed and intermingled that the same cannot reasonably
23 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
24 are, and at all relevant times mentioned herein were, used by the Individual
25 Defendants as mere shells and conduits for the conduct of certain of their, and each
26 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
27 herein were, the alter egos of the Individual Defendants;

28 E. The recognition of the separate existence of the Individual Defendants and the Alter

1 Ego Defendants would promote injustice insofar that it would permit defendants to
2 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
3 Code, and other statutory violations. The corporate existence of these defendants
4 should thus be disregarded in equity and for the ends of justice because such
5 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

6 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
7 Defendants (and vice versa), and the fiction of their separate corporate, limited
8 liability, and/or DBA existence must be disregarded.

9 17. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
10 thereon allege that Defendants, and each of them, are joint employers.

11 **JURISDICTION**

12 18. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
13 of Civil Procedure section 410.10.

14 19. Venue is proper in Los Angeles County, California pursuant to Code of Civil
15 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
16 causes of action complained of herein arose; the county in which the employment relationship
17 began; the county in which performance of the employment contract, or part of it, between Plaintiffs,
18 or some of them, and Defendants was due to be performed; the county in which the employment
19 contract, or part of it, between Plaintiffs, or some of them, and Defendants was actually performed;
20 the county in which Defendants, or some of them, have their principal place of business; and the
21 county in which Defendants, or some of them, reside or do business. Moreover, the unlawful acts
22 alleged herein have a direct effect on Class Members and Aggrieved Employees, or some of them,
23 who reside in Los Angeles County and the State of California, and because Defendants employe
24 numerous Class Members and Aggrieved Employees in Los Angeles County.

25 20. Plaintiff Gonzalez and Plaintiff Luna are “aggrieved employees” under PAGA, as
26 Plaintiff Gonzalez and Plaintiff Luna were employed by Defendants during the applicable statutory
27 period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff
28 Gonzalez and Plaintiff Luna seek to recover civil penalties, as the term “civil penalty” is defined

1 under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys
2 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus reasonable
3 attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former employees of
4 Defendants during the Civil Penalty Period.

5 21. Specifically, Plaintiff Gonzalez and Plaintiff Luna seek to recover PAGA civil
6 penalties through a representative action permitted by PAGA and the California Supreme Court in,
7 among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same
8 authorities, class certification of the PAGA allegations described herein is not required.

9 22. During the period beginning one (1) year preceding the provision of notice to the
10 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
11 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 206, 206.5,
12 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 404, 432, 510, 512, 558, 558.1, 1102.5, 1174,
13 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

14 23. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
15 such as Plaintiff Gonzalez and Plaintiff Luna, on behalf of Plaintiff Gonzalez and Plaintiff Luna and
16 all other aggrieved current and former employees within the statutory period, to bring a civil action
17 to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

18 24. Plaintiff Gonzalez and Plaintiff Luna provided written notice pursuant to Labor Code
19 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
20 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
21 by certified mail, with return receipt requested to Defendants, and each of them.

22 25. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
23 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
24 calendar days of the postmarked date of the herein-described notice sent by Plaintiff Gonzalez and
25 Plaintiff Luna to the LWDA and Defendants.

26 **FACTUAL BACKGROUND**

27 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing to pay overtime wages to Plaintiffs, Class Members, and other Aggrieved Employees, or some

1 of them, in violation of California state wage and hour laws as a result of, without limitation,
2 Plaintiffs, Class Members, and other Aggrieved Employees working over eight (8) hours per day,
3 twelve (12) hours per day, forty (40) hours per week, and/or seven (7) consecutive work days in a
4 work week without being properly compensated for hours worked in excess of (8) hours per day in
5 a work day, twelve (12) hours per day in a work day, forty (40) hours per week in a work week,
6 and/or hours worked on the seventh consecutive work day in a work week by, among other things,
7 failing to accurately track and/or pay for all minutes and hours actually worked at the proper overtime
8 rate of pay; automatically deducting 30-minutes from employees' hours worked for meal periods
9 not actually taken or less than 30- minutes in length; engaging, suffering, or permitting employees
10 to work off the clock, including, without limitation, by requiring employees: to complete pre-shift
11 tasks before clocking in and post-shift tasks after clocking out, to wait in line and go through
12 Covid-19 screenings and/or temperature checks off the clock, to clock out for meal periods and
13 continue working and/or suffering under Defendants' control, to make or respond to telephone calls
14 and/or text messages off the clock; failing to include all forms of remuneration into the regular
15 rate of pay for the pay periods where overtime was worked and the additional compensation was
16 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee
17 time entries; editing, altering and/or manipulation of time entries to show less hours than
18 actually worked; and for paying straight pay instead of overtime pay or otherwise paying overtime
19 hours and minutes worked at the improper rate(s) of pay, to the detriment of Plaintiffs, Class Members,
20 and other Aggrieved Employees.

21 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
22 failing to pay minimum wages to Plaintiffs, Class Members, and other Aggrieved Employees, or
23 some of them, in violation of California state wage and hour laws as a result of, among other
24 things, at times, failing to accurately track and/or pay for all minutes and hours actually worked at
25 their regular rate of pay that is above the minimum wage; automatically deducting 30-minutes from
26 employees' hours worked for meal periods not actually taken or less than 30-minutes in length;
27 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
28 by requiring employees: to complete pre-shift tasks before clocking in and post-shift tasks after

1 clocking out, to wait in line and go through Covid-19 screenings temperature checks off the clock,
2 to clock out for meal periods and continue working and/or suffering under Defendants' control,
3 to make or respond to telephone calls and/or text messages off the clock; detrimental rounding of
4 employee time entries; editing, altering and/or manipulation of time entries to show less hours
5 than actually worked; failing to pay reporting time pay; paid time off and vacation time owed; and
6 failed to pay split shift premiums, all to the detriment of Plaintiffs, Class Members, and other
7 Aggrieved Employees.

8 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
9 failing to provide Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, full,
10 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
11 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
12 they worked in excess of ten (10) hours in a work day, including, without limitation: by interrupting
13 meal periods; not providing timely meal periods; failing to provide first and second meal periods;
14 providing short meal periods; otherwise requiring on-duty/on-call meal periods, which in turn
15 prevented employees from leaving the premises for meal periods; and auto-deducting meal periods
16 that could not be auto-deducted by law or during which employees worked, and failing to provide
17 compensation for such unprovided meal periods as required by California wage and hour laws.

18 29. At all relevant times mentioned herein, Defendants have had a policy or practice of
19 failing to authorize and permit Plaintiffs, Class Members, and other Aggrieved Employees, or some
20 of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
21 thereof in which they are completely relieved of all of their duties, including, without limitation: by
22 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
23 periods; interrupting them; not providing them in a timely fashion; not permitting employees to
24 leave the premises; and otherwise requiring on-duty/on-call rest periods, and failed to provide
25 compensation for such unprovided rest periods as required by California wage and hour laws.

26 30. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing to pay Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, the full
28 amount of their wages owed to them upon termination and/or resignation as required by Labor Code

1 sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum
2 wages, premium wages, and paid time off as well as vacation pay pursuant to Labor Code section
3 227.3

4 31. At all relevant times mentioned herein, Defendants have had a policy or practice of
5 failing to furnish Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, with
6 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
7 earned; all deductions; all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate; the name(s) and address(es) of the legal
9 entity(ies) that is/are the employer(s); and other such information as required by Labor Code section
10 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
11 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

12 32. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to indemnify Plaintiffs, Class Members, and other Aggrieved Employees, or some of them,
14 for the purchase of any personal protective equipment (*i.e.*, sanitizers, disinfectants, and face masks)
15 and as a result of having to take Covid tests in order to continue working without reimbursement;
16 for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence
17 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
18 Labor Code section 2802, and other statutory and common law offenses.

19 33. At all relevant times mentioned herein, Defendants have had a policy or practice of
20 failing to pay Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, the full
21 amount of their wages for labor performed in a timely fashion as required under Labor Code section
22 204, which states that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar
23 month shall be paid for between the 16th and 26th day of the month during which the labor was
24 performed, and labor performed between the 16th and the last day, inclusive of any calendar month,
25 shall be paid for between the 1st and 10th day of the following month” and for payroll periods such
26 as those that are weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar
27 days following the close of the payroll period in which wages were earned.

1 34. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
3 accurate time records including wage statements and similar payroll documents under Labor Code
4 section 226, intentionally failing to furnish Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved
5 Employees with documents signed to obtain or hold employment under Labor Code section 432,
6 personnel records under Labor Code section 1198.5, and time records under Labor Code section
7 1174, making it difficult for Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved Employees to
8 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff Gonzalez,
9 Plaintiff Luna, and other Aggrieved Employees.

10 35. At all relevant times herein, Defendants had and have a policy or practice of failing
11 to pay Plaintiff Gonzalez, Plaintiff Luna, and Aggrieved Employees their paid time off and vacation
12 time owed upon separation of employment as wages at their final rate of pay in violation of Labor
13 Code section 227.3 and applicable Wage Orders

14 36. At all relevant times mentioned herein, Defendants have had a policy or practice of
15 failing to reimburse deposits made by Aggrieved Employees, including uniform deposits together
16 with all interest owed, at the separation of employment as required by Labor Code section 404.

17 37. At all relevant times mentioned herein, Defendants have had a policy or practice of
18 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
19 Protection Act of 2011) by, among other things, failing to provide Plaintiff Gonzalez, Plaintiff Luna,
20 and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their
21 employment; allowances claimed as part of the minimum wage; the regular payday designated by
22 Defendants; the name, address, and telephone number of the workers' compensation insurance
23 carrier; information regarding paid sick leave; and other pertinent information required to be
24 disclosed by Defendants under Labor Code section 2810.5

25 38. At all relevant times mentioned herein, Defendants failed to provide Plaintiff
26 Gonzales, Plaintiff Luna, and other Aggrieved Employees with the amount of paid sick leave
27 required to be provided pursuant to California and local laws (including, without limitation Labor
28 Code section 246, 248.2 and/or 2021 COVID-19 Supplemental Paid Sick Leave Laws, *et seq.*), and

1 also did not permit its use upon request as contemplated under California laws, to the detriment of
2 Plaintiff Gonzalez, Plaintiff Luna, and all other Aggrieved Employees.

3 39. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 requiring the execution of a claim or right on account of wages due, or to become due, or made as
5 an advance on wages to be earned, without payment of those wages having been made, in violation
6 of Labor Code section 206.5. Defendants have further had a policy or practice of failing to pay all
7 wages “without condition and within the time set” conceded to be due, as required by Labor Code
8 section 206 in a case of a dispute over wages.

9 40. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of preventing Plaintiff Gonzalez, Plaintiff Luna, and/or Aggrieved Employees from using or
11 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
12 competing with Defendants, including, without limitation, preventing Employees from disclosing
13 their wages in negotiating a new job with a prospective employer, and from disclosing who else
14 works at Defendants and under what circumstances that they might be receptive to an offer from a
15 rival employer. Plaintiff Gonzalez and Plaintiff Luna are informed and believe that this policy
16 and/or practice violates Business and Professions Code sections 17200, 16600 and 16700, and, by
17 virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and
18 1197.5, subdivision (k).

19 41. Defendants had and have a policy or practice of preventing Plaintiff Gonzalez,
20 Plaintiff Luna, and/or other Aggrieved Employees from disclosing violations of state and federal
21 law, either within Defendants to their managers or outside to private attorneys or government
22 officials, among others, in violation of Business and Professions Code section 17200, and, thus, in
23 violation of Labor Code section 1102.5. In addition, Plaintiff Gonzalez and Plaintiff Luna are
24 informed and believes that Defendants’ herein-described policies and/or practices prevent Plaintiff
25 Gonzalez, Plaintiff Luna, and/or other Aggrieved Employees from disclosing information about
26 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
27 Code section 232 and 232.5.

1 42. Defendants had and have a policy or practice of preventing Plaintiff Gonzalez,
2 Plaintiff Luna, and/or other Aggrieved Employees from engaging in lawful conduct during non-
3 work hours, thus violating state statutes entitling employees to disclose wages, working conditions,
4 and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6,
5 232, 232.5, and 1197.5, subdivision (k). Plaintiff Gonzalez and Plaintiff Luna are informed and
6 believe that this lawful conduct includes the exercise of Plaintiff Gonzalez's, Plaintiff Luna's, and/or
7 other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

8 43. Plaintiff Gonzalez and Plaintiff Luna, in their representative capacities, seek civil
9 penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-
10 described acts, which violate the California Labor Code as described above, including on behalf of
11 Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved Employees pursuant to PAGA

12 44. Plaintiffs, on their own behalf and on behalf of Class Members and Aggrieved
13 Employees, brings this action pursuant to, including but not limited to, Labor Code sections 200,
14 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558.1 1194, 1194.2, 1197, 2802, and the applicable
15 rules and regulations of the IWC California Wage Orders, seeking overtime wages, minimum
16 wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages,
17 waiting time penalties, wage statement penalties, reimbursement for expenses incurred in
18 furtherance of work duties, compensation for Defendants' failure to pay vested vacation time at the
19 proper rate of pay, penalties, other such provisions of California law, and reasonable attorneys' fees
20 and costs.

21 45. Plaintiffs, on their own behalf and on behalf of Class Members and other Aggrieved
22 Employees, pursuant to Business and Professions Code sections 17200 through 17208, also seeks
23 (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the
24 establishment of appropriate and effective means to prevent further violations, as well as all monies
25 owed but withheld and retained by Defendants to which Plaintiffs, Class Members, and other
26 Aggrieved Employees are entitled, as well as restitution of amounts owed.

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28 ///

1 **CLASS ACTION ALLEGATIONS**

2 46. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
3 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
4 and former non-exempt employees of Defendants within the State of California at any time
5 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
6 of the class action is provided to the class (collectively referred to as "Class Members").

7 47. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
8 to amend or modify the class description with greater specificity, further divide the defined class
9 into subclasses, and to further specify or limit the issues for which certification is sought.

10 48. This action has been brought and may properly be maintained as a class action under
11 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
12 of interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 49. The potential Class Members as defined are so numerous that joinder of all the
15 members of the Class is impracticable. While the precise number of Class Members has not been
16 determined yet, Plaintiffs are informed and believe that there are at least five-hundred (500) Class
17 Members employed by Defendants within the State of California.

18 50. Accounting for employee turnover during the relevant periods necessarily increases
19 this number. Plaintiffs allege Defendants' employment records would provide information as to the
20 number and location of all Class Members. Joinder of all members of the proposed Class is not
21 practicable.

22 **B. Commonality**

23 51. There are questions of law and fact common to Class Members. These common
24 questions include, but are not limited to:

- 25 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
26 worked at a proper overtime rate of pay?

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- 1 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
2 for all other time worked at the employee's regular rate of pay and a rate of pay that
3 is greater than the applicable minimum wage?
- 4 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
5 Class Members to take compliant meal periods?
- 6 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
7 with additional wages for missed or interrupted meal periods?
- 8 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
9 Class Members to take compliant rest periods?
- 10 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed rest periods?
- 12 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
13 Members upon termination or resignation all wages earned?
- 14 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?
- 16 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
17 Class Members with accurate wage statements?
- 18 J. Did Defendants fail to pay Class Members in a timely fashion as required under
19 Labor Code section 204?
- 20 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
21 losses incurred in direct consequence of the discharge of their duties or by obedience
22 to the directions of Defendants as required under Labor Code section 2802?
- 23 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
24 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 25 M. Are Class Members entitled to restitution of wages under Business and Professions
26 Code section 17203?
- 27 N. Are Class Members entitled to costs and attorneys' fees?
- 28 O. Are Class Members entitled to interest?

1 **C. Typicality**

2 52. The claims of Plaintiffs herein alleged are typical of those claims which could be
3 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
4 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
5 damages arising out of and caused by Defendants' common course of conduct in violation of laws
6 and regulations that have the force and effect of law and statutes as alleged herein.

7 **D. Adequacy of Representation**

8 53. Plaintiffs will fairly and adequately represent and protect the interests of Class
9 Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and
10 hour class actions.

11 **E. Superiority of Class Action**

12 54. A class action is superior to other available means for the fair and efficient
13 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
14 questions of law and fact common to Class Members predominate over any questions affecting only
15 individual Class Members. Class Members, as further described therein, have been damaged and
16 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
17 violation of the Labor Code at times, as set out herein.

18 55. Class action treatment will allow Class Members to litigate their claims in a manner
19 that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware
20 of any difficulties that are likely to be encountered in the management of this action that would
21 preclude its maintenance as a class action.

22 **FIRST CAUSE OF ACTION**

23 **(Violation of PAGA – By Plaintiffs Gonzalez and Luna Against all Defendants)**

24 56. Plaintiff Gonzalez and Plaintiff Luna re-allege each and every allegation set forth in
25 the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

26 **Civil Penalties Under Labor Code § 210**

27 57. At all relevant times herein, Labor Code section 204, requires and required that:
28 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for

1 between the 16th and 26th day of the month during which the labor was performed, and labor
2 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
3 between the 1st and 10th day of the following month” and for payroll periods such as those that are
4 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
5 the close of the payroll period in which wages were earned.

6 58. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
7 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
8 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
9 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
10 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
11 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
12 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

13 59. At all relevant times herein, Defendants have had a consistent policy or practice of
14 failing to pay Plaintiff Gonzalez, Plaintiff Luna, and/or Aggrieved Employees during their
15 employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section
16 210, Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved Employees are entitled to recover civil
17 penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars
18 (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred
19 dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each
20 payment that was made in violation of Labor Code section 204.

21 Civil Penalties Under Labor Code § 226.3

22 60. Defendants had and have a policy or practice of failing to comply with Labor Code
23 section 226, subdivision (a) by intentionally failing to furnish Plaintiff Gonzalez, Plaintiff Luna, and
24 Aggrieved Employees with itemized wage statements that accurately reflect: reflect gross wages
25 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate; and other such
27 information as required by Labor Code section 226, subdivision (a).

28 61. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)

1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

5 62. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
6 this section are in addition to any other penalty provided by law.”

7 63. Plaintiff Gonzalez and Plaintiff Luna are informed and believe, and based thereon
8 allege, that Defendants had and have a policy or practice of failing to furnish non-exempt employees,
9 including, without limitation, Plaintiff Gonzalez and Plaintiff Luna, itemized wage statements that
10 accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each
12 hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

13 64. Pursuant to Labor Code section 226.3, Plaintiff Gonzalez, Plaintiff Luna, and other
14 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violation of Labor Code
15 section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved
16 Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each
17 Aggrieved Employee per pay period for each subsequent violation.

18 Violation of Labor Code § 558

19 65. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
20 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
21 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
22 penalty as follows:

23 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
24 for each pay period for which the employee was underpaid in addition to an amount sufficient to
25 recover underpaid wages;

26 (2) For each subsequent violation, one hundred dollars (\$100) for each
27 underpaid employee for each pay period for which the employee was underpaid in addition to an
28 amount sufficient to recover underpaid wages;

1 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

2 66. Plaintiff Gonzalez and Plaintiff Luna are informed and believe, and based thereon
3 allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections
4 described herein, including causing Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved
5 Employees not to: be paid overtime wages and minimum wages, receive meal and rest periods or
6 compensation in lieu thereof, be paid timely wages during their employment and after their
7 employment separation, receive accurate, itemized wage statements, to be provided with the
8 opportunity to inspect employment records, be provided with notice as required under Labor Code
9 section 2810.5, be provided with the proper accrual and use of paid sick leave, and/or be paid out
10 all paid time off and/or vested vacation wages owed at the proper rate of pay.

11 67. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 558, Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved
13 Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code
14 violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the
15 initial violation, and one hundred dollars (\$100) for each Aggrieved Employee per pay period for
16 each subsequent violation.

17 Violation of Labor Code § 1174.5

18 68. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
19 every person employing labor in California to “[a]llow any member of the commission or the
20 employees of the Division of Labor Standards Enforcement free access to the place of business or
21 employment of the person to secure any information or make any investigation that they are
22 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
23 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
24 or papers of the person.”

25 69. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
26 every person employing labor in California to “[k]eep a record showing the names and addresses of
27 all employees employed and the ages of all minors.”

28 70. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

1 every person employing labor in California to “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
4 piece rate paid to, employees employed at the respective plants or establishments. These records
5 shall be kept in accordance with rules established for this purpose by the commission, but in any
6 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
7 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
8 earned.”

9 71. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
10 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
11 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
12 member of the commission or employees of the division to inspect records pursuant to subdivision
13 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

14 72. Plaintiff Gonzalez and Plaintiff Luna are informed and believe, and based thereon
15 allege, that Defendants have willfully failed keep adequate or accurate time records including wage
16 statements and similar payroll documents under Labor Code section 226, documents signed to
17 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
18 section 1198.5, and time records under Labor Code section 1174.

19 73. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1174.5, Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved
21 Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code
22 violations in the amount of five hundred dollars (\$500) per violation per Aggrieved Employee.

23 Violation of Labor Code § 1197.1

24 74. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
25 person acting either individually or as an officer, agent, or employee of another person, who pays
26 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
27 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
28 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to

1 Section 203 as follows:

2 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
3 for each underpaid employee for each pay period for which the employee is underpaid. This amount
4 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
5 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

6 B. For each subsequent violation for the same specific offense, two hundred fifty
7 dollars (\$250) for each underpaid employee for each pay period for which the employee is
8 underpaid regardless of whether the initial violation is intentionally committed. This amount shall
9 be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
10 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

11 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
12 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

13 75. Plaintiff Gonzalez and Plaintiff Luna are informed and believe, and based thereon
14 allege, that Defendants caused Plaintiff Gonzalez, Plaintiff Luna, and Aggrieved Employees not to
15 be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay
16 Plaintiff Gonzalez, Plaintiff Luna, or other Aggrieved Employees’ for all hours worked or otherwise
17 under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay
18 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
19 wage; automatically deducting 30-minutes from employees’ hours worked for meal periods not
20 actually taken, interrupted and/or less than 30-minutes in length; engaging, suffering, or permitting
21 employees to work off the clock, including, without limitation, by requiring employees: to complete
22 pre-shift tasks before clocking in and after clocking out, to wait in line and go through Covid-19
23 security screenings and/or temperature checks off the clock, to clock out for meal periods and
24 continue working and/or suffering under Defendants’ control, to make or respond to telephone calls
25 and/or text messages off the clock; detrimental rounding of employee time entries, editing, altering
26 and/or manipulation of time entries to show lesser hours than actually worked; failing to pay
27 reporting time pay; paid time off and vacation time owed; and failing to pay split shift premiums,
28 entitling Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved Employees to actual and liquidated

1 damages.

2 76. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 1197.1, Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved
4 Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code
5 violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period
6 for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per
7 pay period for each subsequent violation.

8 Civil Penalties Under Labor Code § 2699

9 77. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
10 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
11 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
12 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
13 action brought by an aggrieved employee on behalf of himself or herself and other current or former
14 employees pursuant to the procedures specified in Labor Code section 2699.3.

15 78. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
16 Code except those for which a civil penalty is specifically provided, the established civil penalty for
17 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
18 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
19 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
20 employee per pay period for each subsequent violation.

21 79. Plaintiff Gonzalez and Plaintiff Luna are informed and believe, and based thereon
22 allege that Defendants, and each of them, violated the Labor Code sections described herein,
23 including, without limitation, for the failure to: pay overtime wages and minimum wages; provide
24 meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements;
25 pay wages after employment separation; provide employees the opportunity to inspect employment
26 records; failure to maintain accurate and complete records; reimburse Aggrieved Employees for
27 costs incurred in furtherance of their work duties; failure to reimburse deposits made with all interest
28 owed upon separation of employment; provide notice as required under Labor Code section 2810.5;

1 provide the proper accrual and use of paid sick leave pursuant to California and local laws; paying
2 employees all owed paid time off and vacation time owed by separation at the proper rate of pay;
3 and placing restraints on competition, whistleblowing and freedom of speech, entitling Plaintiff
4 Gonzalez, Plaintiff Luna, and other Aggrieved Employees to civil penalties for each of these Labor
5 Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

6 80. Moreover, Plaintiff Gonzalez, Plaintiff Luna, and other Aggrieved Employees within
7 the State of California whom they seek to represent are entitled to an award of reasonable attorneys'
8 fees and costs in connection with their herein-described claims for civil penalties.

9 **SECOND CAUSE OF ACTION**

10 **(Failure to Pay Overtime Wages – Against All Defendants)**

11 81. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 82. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
15 Wage Orders.

16 83. At all times relevant to this Complaint, Labor Code section 510 was in effect and
17 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
18 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
19 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

20 84. At all times relevant to this Complaint, Labor Code section 510 further provided that
21 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
22 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
23 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

24 85. For four (4) years prior to the initial filing of the Complaint in this Action through
25 the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that
26 consisted of more than eight (8) hours in a workday, more than twelve (12) hours in a workday,
27 and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek,
28 without being paid overtime wages for all hours worked as a result of, including but not limited to,

1 Defendants failing to accurately track and/or pay for all minutes and hours actually worked at the
2 proper overtime rate of pay; automatically deducting 30-minutes from employees' hours worked for
3 meal periods not actually taken or less than 30-minutes in length; engaging, suffering, or permitting
4 employees to work off the clock, including, without limitation, by requiring employees: to complete
5 pre-shift tasks before clocking in and post-shift tasks after clocking out, to wait in line and go
6 through Covid-19 security screenings and/or temperature checks off the clock, to clock out for meal
7 periods and continue working and/or suffering under Defendants' control, to make or respond to
8 telephone calls and/or text messages off the clock; and as further alleged hereinabove; and for paying
9 straight pay instead of overtime pay, to the detriment of Plaintiffs and Class Members.

10 86. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
11 than eight (8) hours per workday, twelve (12) hours per workday, forty (40) hours per workweek,
12 and/or seven (7) straight workdays without properly compensating overtime wages at the proper
13 overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code,
14 among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

15 87. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
16 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
17 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199,
18 Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

19 **THIRD CAUSE OF ACTION**

20 **(Failure to Pay Minimum Wages – Against All Defendants)**

21 88. Plaintiffs re-allege and incorporate by reference all of the allegations contained in
22 the preceding paragraphs of this Complaint as though fully set forth hereat.

23 89. At all relevant times, Plaintiffs and Class Members were employees or former
24 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

25 90. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
26 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
27 Defendants' control.

91. For four (4) years prior to the initial filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all minutes and hours actually worked at Plaintiffs' and/or Class Members' regular rate of pay that is above the minimum wage; automatically-deducted 30-minutes from employees' hours worked for meal periods not actually taken or less than 30-minutes in length; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring employees: to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to wait in line and go through Covid-19 security screenings and/or temperature checks off the clock, to clock out for meal periods and continue working and/or suffering under Defendants' control, to make or respond to telephone calls and/or text messages off the clock; and failed to pay minimum wages as further alleged hereinabove, to the detriment of Plaintiffs and Class Members

92. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

// // //

93. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

FOURTH CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

94. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

95. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

96. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

1 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
2 per day without providing the employee with a second timely meal period of not less than thirty (30)
3 minutes in which the employee is relieved of all of his or her duties.

4 97. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
5 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
6 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
7 of compensation for each workday that the meal period is not provided.

8 98. For four (4) years prior to the initial filing of the Complaint in this Action through
9 the present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
10 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
11 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
12 at the Class Member's regular rate of compensation on the occasions that Class Members were not
13 provided compliant meal periods.

14 99. By their failure to provide Plaintiffs and Class Members compliant meal periods as
15 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
16 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
17 violated the provisions of Labor Code section 512 and applicable Wage Orders.

18 100. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
19 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
20 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

21 101. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
22 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
23 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
24 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287

25 **FIFTH CAUSE OF ACTION**

26 **(Failure to Provide Rest Periods – Against All Defendants)**

27 102. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
28 preceding paragraphs as though fully set forth hereat.

1 103. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by applicable Wage Orders

3 104. California law and applicable Wage Orders require that employers “authorize and
4 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
5 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
6 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
7 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
8 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
9 thirty (30) minutes of paid rest period.

10 105. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
11 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
12 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
13 regular rate of compensation for each work day that the rest period is not provided.

14 106. For four (4) years prior to the initial filing of the Complaint in this Action through
15 the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take
16 complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or
17 major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of
18 pay at the Class Member’s regular rate of compensation on the occasions that Class Members were
19 not authorized or permitted to take compliant rest periods.

20 107. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
21 take rest periods contemplated by California law, and one (1) additional hour of pay at the
22 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
23 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
24 Orders.

25 108. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
26 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
27 owed for rest periods that they were not authorized or permitted to take.

28

109. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

SIXTH CAUSE OF ACTION

(Failure to Provide Due Wages at Termination – Against All Defendants)

110. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

111. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

112. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

113. Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the initial filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202, including, without limitation, overtime wages, minimum wages, premium wages, and paid time off and/or vacation pay pursuant to Labor Code section 227.3.

114. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,

1 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
2 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
3 or resignation.

4 115. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
5 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
6 resignation, until paid, up to a maximum of thirty (30) days.

7 116. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
9 prior to termination or resignation.

10 117. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
11 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
12 waiting time penalties, interest, and their costs of suit, as well.

13 **SEVENTH CAUSE OF ACTION**

14 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

15 118. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 119. At all relevant times, Plaintiffs and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

19 120. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
20 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
21 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
22 wages earned; all deductions; all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate; and the name(s) and address(es) of the
24 legal entity(ies) that is/are the employer(s), among other things.

25 121. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
26 before the initial filing of the Complaint in this Action through the present, Defendants failed to
27 comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted
28 in their failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements

1 that accurately reflect, among other things, gross wages earned; total hours worked; net wages
2 earned; all deductions; all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate; and the name(s) and address(es) of the
4 legal entity(ies) that is/are the employer(s), among other things.

5 122. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
6 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
7 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
8 provided wage statements that Defendants knew were not accurate.

9 123. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
10 suffered injury. The absence of accurate information on Class Members' wage statements at times
11 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
12 mathematical computations to determine the amount of wages owed; causes difficulty and expense
13 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
14 about wages and amounts deducted from wages to state and federal governmental agencies, among
15 other things.

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17 124. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
18 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
19 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
20 pay period, not to exceed an aggregate \$4,000.00 per employee.

21 125. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
22 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
23 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
24 attorneys' fees, and costs of suit.

25 **EIGHTH CAUSE OF ACTION**

26 **(Violation of Labor Code § 2802 – Against All Defendants)**

27 126. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
28 preceding paragraphs as though fully set forth hereat.

127. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

128. Labor Code section 2802, subdivision (a) provides that “an 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 . . .”.

129. For three (3) years prior to the initial filing of the Complaint in this Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: for the purchase of any personal protective equipment (*i.e.*, sanitizers, disinfectants, and face masks) and as a result of having to take Covid tests in order to continue working without reimbursement; and for the purchase and maintenance of cellular phones and cellular phone plans.

130. During that time period, Plaintiffs are informed and believe, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and Class Members for those losses and/or expenditures.

/ / /

131. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

132. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Failure To Timely Pay Wages During Employment – Against All Defendants)

133. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 134. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

3 135. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
4 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
5 during which the labor was performed, and labor performed between the 16th and the last day,
6 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
7 month.”

8 136. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
9 independent and apart from, any other penalty provided in this article, every person who fails to pay
10 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
11 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
12 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
13 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld.”

15 137. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
16 before the initial filing of the Complaint in this Action through the present, Defendants employed
17 policies and practices that resulted in, at times, not paying Plaintiffs and Class Members in
18 accordance with Labor Code section 204.

19 138. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
20 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
21 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
22 for each subsequent violation in connection with each payment that was made in violation of Labor
23 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

24 139. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
25 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
26 penalties, interest, and their costs of suit, as well.

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1 **TENTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 140. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 141. Plaintiffs are informed and believe, and based thereon allege that the unlawful
6 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
7 and Professions Code section 17200. Due to their unlawful business practices in violation of the
8 Labor Code, Defendants have gained a competitive advantage over other comparable companies
9 doing business in the State of California that comply with their obligations to compensate employees
10 in accordance with the Labor Code.

11 142. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
12 Members have suffered injury in fact and lost money or property.

13 143. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
14 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
15 Code and requiring the establishment of appropriate and effective means to prevent further
16 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
17 including interest thereon, in which they had a property interest and which Defendants nevertheless
18 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
19 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
20 enriched by their failure to comply with the Labor Code.

21 144. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
22 Procedure section 1032 and interest under Civil Code section 3287

23 **DEMAND FOR JURY TRIAL**

24 145. Plaintiffs demand a trial by jury on all causes of action contained herein.

25 **PRAYER**

26 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
27 against Defendants as follows:

28 A. An order certifying this case as a Class Action;

- 1 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs’
2 counsel as class counsel;
- 3 C. Damages for all wages earned and owed, including minimum, overtime wages and
4 unpaid wages for vested vacation time and/or paid time off and other damages, under
5 Labor Code sections 227.3, 510, 558.1, 1194, 1197 and 1199;
- 6 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 7 E. Damages for unpaid premium wages from missed meal and rest periods under,
8 among other Labor Code sections 512, 558.1 and 226.7;
- 9 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
10 (e) and 558.1;
- 11 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 12 H. Penalties for failure to timely pay wages under Labor Code sections 204 and 210;
- 13 I. Damages under Labor Code sections 558.1 and 2802;
- 14 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1,
15 1174.5, 1197.1, and 2699;
- 16 K. Preliminary and permanent injunctions prohibiting Defendants from further violating
17 the California Labor Code and requiring the establishment of appropriate and
18 effective means to prevent future violations;
- 19 L. Restitution of wages and benefits due which were acquired by means of any unfair
20 business practice, according to proof;
- 21 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 22 N. For attorneys’ fees in prosecuting this action and all claims and allegation associated
23 within this action;
- 24 O. For costs of suit incurred herein; and

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P. For such other and further relief as the Court deems just and proper.

Dated: April 8, 2026

J GILL LAW GROUP, P.C.

BY: /s/ Ashlie E. Fox
JASMIN K. GILL
ASHLIE E. FOX
SACHA POMARES
Attorneys for Plaintiffs, HERLINDA GONZALEZ,
TERESA FRANCO, and RITA LUNA, as individuals
and on behalf of all others similarly situated,

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 515 South Flower Street, Suite 1800, Los Angeles, California 90071.

On April 27, 2026, I caused a true and correct copy of the following document(s) described as: **SECOND AMENDED COMPLAINT** to be served by electronic transmission through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case as follows:

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**Attorneys for Defendants EMINENT, INC., MICHAEL MENTE, and
REVOLVE GROUP, INC.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 27, 2026, at Los Angeles, California.

/s/ Adriana Gonzalez
Adriana Gonzalez