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on behalf of himself and others similarly situated

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

KENNETH NATHANIEL PERALES, an
individual on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

MINISO WINKY STORE HOLDINGS
LLC, a California limited liability company;
DEPOT CA 4, LLC, a California limited
liability company; MINISO USA, a business
entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25STCV13707

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 203;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 221;
9. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
10. Failure to Reimburse Necessary Business Expenses § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*
12. Civil Penalties (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff KENNETH NATHANIEL PERALES (“Plaintiff”) brings this class and representative action on behalf of himself, the State of California, and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendant MINISO WINKY STORE HOLDINGS LLC, a California limited liability company; DEPOT CA 4, LLC, a California limited liability company; MINISO USA, a business entity of unknown form; and/or DOES 1 through 50, inclusive,” collectively referred to as “Defendants.”

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff KENNETH NATHANIEL PERALES resides in California, during the time period relevant to this Complaint, and was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant MINISO WINKY STORE HOLDINGS LLC is a California limited liability company. Defendant MINISO WINKY STORE HOLDINGS LLC has been the employer listed on the wage statements and employment records issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants. Defendant MINISO WINKY STORE HOLDINGS LLC employed Plaintiff and the Class Members in California, including at

1 Defendants' offices and facilities in West Covina, California, and throughout California, and
2 conducts business throughout California.

3 6. Defendant DEPOT CA 4, LLC is a California limited liability company. Defendant
4 DEPOT CA 4, LLC has been the employer listed on the wage statements and employment records
5 issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants.
6 Defendant DEPOT CA 4, LLC employed Plaintiff and the Class Members in California, including
7 at Defendants' offices and facilities in West Covina, California, and throughout California, and
8 conducts business throughout California.

9 7. MINISO USA is a business entity of unknown form and has also been the
10 employer of Plaintiff during the relevant time period that Plaintiff was employed with Defendants
11 and was listed on official employment correspondence, such as the termination letter issued to
12 Plaintiff.

13 8. The true names and capacities, whether individual, corporate, associate, or
14 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
15 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
16 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
17 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
18 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
19 this Complaint to reflect the true names and capacities of the Defendants designated herein as
20 Does 1 through 50 when their identities become known.

21 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
22 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
23 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
24 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
25 all respects as the employers or joint employers of Class Members. Defendants, and each of them,
26 exercised control over the wages, hours or working conditions of Class Members, or suffered or
27 permitted Class Members to work, or engaged, thereby creating a common law employment
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1 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
2 employed Class Members.

3 10. Whenever and wherever reference is made in this Complaint to any act by a
4 Defendant or Defendants, such allegations and references shall also be deemed to mean the acts
5 and failures to act of each Defendant acting individually, jointly, and severally.

6 11. Whenever and wherever reference is made to individuals who are not named as a
7 Defendant in this Complaint but were agents, servants, employees and/or supervisors of
8 Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope
9 of their employment.

10 **JURISDICTION AND VENUE**

11 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
13 as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to
14 California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial
15 district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief,
16 the obligations and liabilities giving rise to this lawsuit occurred in part in Los Angeles County.
17 Defendant maintains and operates facilities in Los Angeles County and employs other Class
18 Members in Los Angeles County, while doing business throughout California.

19 **FACTUAL BACKGROUND**

20 13. Class Members consistently worked at Defendant's behest without being paid all
21 wages due. Class Members were either not paid by Defendants for all hours worked or were not
22 paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that
23 Defendants failed to pay Class Members all wages due and owing, including by requiring off the
24 clock work, failing to provide legally compliant meal and rest breaks, failing to furnish accurate
25 wage statements, unlawfully deducting from wages, failing to timely pay wages, including final
26 wages, failing to maintain accurate records, and failing to reimburse necessary business expenses
27 all in violation of various provisions of the California Labor Code and applicable Wage Orders.
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1 14. During the course of Class Members' employment with Defendants, Class
2 Members were not paid all wages they were owed. Class Members were required to perform pre-
3 shift and post-shift off the clock work which they were not compensated for despite being subject
4 to Defendants' control. Specifically, prior to clocking in, Plaintiff was required to open the lock
5 box to get the key, open the door, enter the premises, relock the door, turn on lights, walk to the
6 back, enter a code to unlock the computer, and finally log into ADP which took approximately
7 fifteen minutes. Additionally, after clocking out, Plaintiff was required to clean up. Further,
8 Defendants also contacted Plaintiff on his personal cell phones with work demands outside of
9 scheduled work hours, and Plaintiff was not paid for this time. Additionally, Plaintiff was required
10 to undergo training while off the clock. All these tasks were done off-the-clock and upon
11 information and belief, Class Members were also required to perform similar off the clock work
12 and were not accurately paid for all hours worked.

13 15. Moreover, Defendants also failed to pay Class Members all wages due and owing
14 because Defendants failed to pay for on-call time. Specifically, Plaintiff was also required to call
15 Defendants to determine whether he was scheduled to work that day and/or the following day and
16 had to immediately report to work and was not paid on-call pay. Upon information and belief,
17 Class Members were also required to be on-call and were not compensated for on-call pay.

18 16. As a result of the above-described requirements to work off the clock, failure to
19 provide lawful meal breaks and rest breaks, and the other wage violations they endured at
20 Defendants' hands, Class Members were not properly paid all wages earned and all wages owed to
21 them by Defendants, including when working more than eight (8) hours in any given day and/or
22 more than forty (40) hours in any given week.

23 17. As a result of Defendants' unlawful policies and practices, Class Members incurred
24 overtime hours worked for which they were not adequately and completely compensated, in
25 addition to the hours they were required to work off the clock. To the extent applicable,
26 Defendants also failed to pay Class Members at an overtime rate of 1.5 times the regular rate for
27 the first eight hours of the seventh consecutive work day in a week and overtime payments at the
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1 rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work
2 day, as required under the Labor Code and applicable IWC Wage Orders.

3 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
5 Members for all hours worked, and failing to pay minimum wages for all time worked, as required
6 by California law. Defendants thus failed to pay Class Members at least minimum wages for all
7 the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage
8 Orders as the actual times when Class Members were under the control and direction of
9 Defendants was under reported in the hours reflected on the timekeeping records. Furthermore,
10 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
11 including underpayment of overtime pay to Class Members over a period of time.

12 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
14 Members for all hours worked. Also, from at least four (4) years prior to the filing of this lawsuit
15 and continuing to the present, Defendants also had a consistent policy or practice of failing to pay
16 Class Members their true and correct overtime compensation at premium overtime rates for all
17 hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time
18 rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510
19 and the corresponding sections of IWC Wage Orders.

20 20. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
21 meal periods and all the legally required paid, off-duty rest periods to Class Members, as required
22 by the applicable Wage Order and Labor Code. Class Members were required to perform work as
23 ordered by Defendants for more than five (5) hours during a shift but were often required to do so
24 without receiving a lawful and timely meal break. In addition to untimely meal periods,
25 Defendants also required Class Members to respond to work demands. Defendants placed their
26 needs over Class Members lawful meal and rest breaks, and this resulted in Class Members often
27 having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened
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ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal and/or rest break.

21. On the occasions when Class Members worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Class Members "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

22. Therefore, for at least four years prior to the filing of this action and through to the present, Defendants have regularly required Class Members to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

23. Meal period violations thus occurred in one or more of the following manners:

- (a) Class Members were not provided full thirty-minute duty free meal periods for work days in excess of five (5) hours and were not compensated one (1) hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during

1 a shift; and

2 (e) Class Members were restricted in their ability to take a full thirty-minute
3 meal period.

4 24. Class Members were also not authorized and permitted to take lawful rest periods,
5 were systematically required by Defendants to work through or during breaks and were not
6 provided with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability
7 to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest
8 periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
9 present, Defendants have consistently failed to provide Class Members with paid rest breaks of not
10 less than ten minutes for every work period of four or more consecutive hours; or major fraction
11 thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest
12 breaks were not provided or were deficiently provided.

13 25. Rest period violations therefore arose in one or more of the following manners:

14 (a) Class Members were required to work without being provided a minimum
15 ten (10) minute rest period for every four (4) hours or major fraction
16 thereof worked and were not compensated one (1) hour of pay at their
17 regular rate of compensation for each workday that a rest period was not
18 provided;

19 (b) Class Members were not authorized and permitted to take timely rest
20 periods for every four hours worked, or major fraction thereof; and

21 (c) Class Members had their rest periods interrupted by work demands.

22 26. Defendants also consistently failed to issue accurate itemized wage statements as
23 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed
24 to accurately list the total hours worked and therefore the statements do not comply with Labor
25 Code § 226(a)(2). The "total hours worked" on the wage statements is inaccurate given that it
26 includes the hours listed for "other," while not specifying whether "other" accounts for hours
27 worked or not worked. Additionally, the wage statements given to Class Members failed to
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1 accurately account for unpaid wages and overtime because Defendants under-reported Class
2 Members' actual hours worked due to the off the clock work. Moreover, the wage statements
3 given to Class Members failed to accurately account for premium pay for deficiently provided
4 meal periods and rest breaks. Moreover, the wage statements given to Class Members contain
5 unlawful deductions by Defendants.

6 27. From at least four (4) years prior to filing this lawsuit and continuing to the present,
7 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class
8 Members at the time of their termination or within seventy-two (72) hours of their resignation, as
9 required by California wage-and-hour laws. Specifically, Class Members were not paid all regular
10 and overtime wages because Defendants failed to pay for all hours worked by requiring off the
11 clock work. Additionally, Defendants failed to pay premium wages owed for unprovided meal
12 periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said
13 wages within the required time was willful within the meaning of Labor Code § 203.

14 28. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have consistently and unlawfully collected or received wages from Class
16 Members. Defendants made payments of wages to Class Members via direct deposit into their
17 personal bank accounts. However, Defendants unlawfully removed and made deductions of said
18 wages from Class Members' pay without permission and authorization.

19 29. Additionally, from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants have regularly required Plaintiff to incur business expenses
21 in the course of performing his required job duties for Defendants, including but not limited for
22 cell phone expenses, the purchase of a step stool, uniform costs, and mileage expenses incurred.
23 Furthermore, Plaintiff incurred the cost of purchasing a stepping stool and regularly paid for
24 uniform cleaning. Upon information and belief, Class Members incurred similar costs. The
25 expenses incurred by Plaintiff and Class Members were necessary and required of them in
26 performing their assigned job duties, but Defendants failed to reimburse Plaintiff and Class
27 Members for all such necessary expenditures, thus entitling them to reimbursement according to
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1 proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage
2 Orders.

3 30. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,
4 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 510, 512, 551,
5 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2926, 2927
6 and California Code of Regulations, Title 8, section 11000 *et seq.*

7 31. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
8 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
9 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
10 fraudulent practices alleged in this Complaint.

11 **CLASS ALLEGATIONS**

12 32. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

13 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
14 compensated for all hours worked for Defendants at the applicable minimum wage.

15 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
16 compensated for all hours worked for Defendants at the required rates of pay, including for all hours
17 worked in excess of eight in a day and/or forty in a week.

18 d. Subclass 3. Meal Period Subclass. All Class Members who were subject to
19 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
20 free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

21 e. Subclass 4. Rest Break Subclass. All Class Members who were subject to
22 Defendants' policy and/or practice of failing to authorize and permit Class Members to take
23 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
24 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu thereof.

25 f. Subclass 5. Wage Statement Subclass. All Class Members who, within the
26 applicable limitations period, were not provided with accurate itemized wage statements.

27 g. Subclass 6. Termination Pay Subclass. All Class Members who, within the
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1 applicable limitations period, either voluntarily or involuntarily separated from their employment
2 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
3 termination.

4 h. Subclass 7: Failure to Timely Pay Wages Twice Monthly Subclass. All Class
5 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
6 when they were due and payable at least twice monthly.

7 i. Subclass 8. Payroll Records Subclass. All Class Members who were subject to
8 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
9 California wage-and-hour laws.

10 j. Subclass 9. Expense Reimbursement Subclass. All Class Members who incurred
11 necessary and reasonable expenses in connection with performing their job duties for Defendant and
12 who were subject to a policy and/or practice under which such expenses were not reimbursed.

13 k. Subclass 10. Unauthorized Deductions from Wages Subclass. All Class Members
14 who were subject to Defendants' policy and/or practice of automatically deducting wages from
15 Employees' pay.

16 l. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a result
17 of Defendants' business acts and practices, to the extent such acts and practices are found to be
18 unlawful, deceptive, and/or unfair.

19 33. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
20 modify the class description with greater particularity or further division into subclasses or
21 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
22 against Defendants, the Class Period should be adjusted accordingly.

23 34. Defendants, as a matter of company policy, practice and procedure, and in violation
24 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
25 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
26 in a practice whereby Defendants failed to correctly calculate compensation for the time worked
27 by Class Members, even though Defendants enjoyed the benefit of this work, required Class
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Members to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class Members wages to which these employees are entitled and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

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

A. Numerosity

36. The potential members of the class as defined are so numerous that joinder of all the members of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed hundreds of employees who satisfy the Class definition within the State of California.

37. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class Members.

B. Commonality

38. There are questions of law and fact common to the Class that predominates over any questions affecting only individual Class Members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- c. Whether Defendants failed to pay Class Members overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Class Members with requisite meal periods or premium pay in lieu thereof;

- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Class Members to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- l. Whether Defendants violated Labor Code § 221;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

39. The claims of the named Plaintiff are typical of those of Class Members. The Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of

1 law, as alleged herein.

2 **D. Adequacy of Representation**

3 40. Plaintiff will fairly and adequately represent and protect the interest of the Class
4 Members. Counsel who represents Class Members are experienced and competent in litigating
5 employment class actions.

6 **E. Superiority of Class Action**

7 41. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
9 questions of law and fact common to all Class Members predominate over any questions affecting
10 only individual Class Members. Each Class Member has been damaged and is entitled to recovery
11 by reason of Defendants' illegal policies or practices of failing to compensate Class Members
12 properly.

13 42. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
15 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
16 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
17 be relatively small, the expense and burden of individual actions makes it difficult for the Class
18 Members to individually redress the wrongs they have suffered. Moreover, in the event
19 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
20 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
21 managing this case as a class action, and proceeding on a class-wide basis will permit Class
22 Members to vindicate their rights for violations they endured which they would otherwise be
23 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
24 them.

25 43. Class action treatment will allow those persons similarly situated to litigate their
26 claims in the manner that is most efficient and economical for the parties and the judicial system.
27 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
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1 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
2 set forth the subject and nature of the instant action. The Defendants' own business records can be
3 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
4 that any further notice is required, additional media and/or mailings can be used.

5 44. Defendants, as prospective and actual employers of the Class Members, had a
6 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
7 Defendants' pay practices, policies and working conditions imposed upon Class Members as well
8 as the effect of any alleged arbitration agreements that may have been forced upon them. In
9 addition, Defendants knew they possessed special knowledge about pay practices and policies,
10 most notably intentionally refusing to pay for all hours actually worked which should have been
11 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
12 and policies and practices on Class Members.

13 45. Class Members did not discover the fact that they were entitled to all pay under the
14 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
15 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
16 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
17 preventing such practices from continuing. As a result, the applicable statutes of limitation were
18 tolled until such time as Plaintiff and the Class Members discovered their claims.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

22 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 47. Defendants failed to pay Class Members minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
26 Class Members for all hours worked. Class Members would work hours and not receive wages,
27 including as alleged above in connection with off the clock work. Defendants, and each of them,
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1 have intentionally and improperly changed, adjusted and/or modified the hours of Class Members,
2 which resulted in off the clock work and underpayment of all wages owed to Class Members over
3 a period of time, while benefiting Defendants. During the relevant time period, Defendants thus
4 regularly failed to pay minimum wages to Class Members, to their detriment. Additionally,
5 Defendants had a consistent policy of failing to pay Class Members for hours worked during
6 alleged meal and rest periods for which Class Members were consistently denied, as also
7 addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested,
8 without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy
9 and practice that denied accurate compensation to Class Members as to minimum wage pay.

10 48. In California, employees must be paid at least the then applicable state minimum
11 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
12 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
13 timely pay its employees for all hours worked. Defendants failed to do so.

14 49. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
15 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
16 employees, and the payment of a less wage than the minimum so fixed is unlawful."

17 50. The applicable minimum wages fixed by the commission for work during the
18 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

19 51. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
21 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to recover in a civil action the
23 unpaid balance of the full amount of this minimum wage or overtime compensation, including
24 interest thereon, reasonable attorney's fees and costs of suit."

25 52. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
27 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
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1 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
2 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
3 be used as a credit against a minimum wage obligation.

4 53. In committing these violations of the California Labor Code, Defendants
5 inaccurately recorded, or required Class Members to input times that did not reflect their actual
6 hours worked, or calculated the correct time worked and consequently underpaid the actual time
7 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all
8 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
9 Commission requirements and other applicable laws and regulations. As a result of these
10 violations, Defendant also failed to timely pay all wages earned in accordance with California
11 Labor Code § 1194.

12 54. California Labor Code § 1194.2 also provides for the following remedies: “In any
13 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
14 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

16 55. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
17 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
18 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
19 employee minimum wages.

20 56. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
21 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

22 57. Defendants have the ability to pay minimum wages for all time worked and have
23 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
24 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

25 58. Wherefore, Class Members are entitled to recover the unpaid minimum wages
26 (including double minimum wages), liquidated damages in an amount equal to the minimum
27 wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant
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1 to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
2 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
3 assessment of any statutory penalties against Defendants, in a sum as provided by the California
4 Labor Code, including § 558, and/or other applicable statutes.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

7 **(Against All Defendants)**

8 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 60. California Labor Code § 1194 provides that “any employee receiving less than the
11 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
13 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
14 may be maintained directly against the employer in an employee’s name without first filing a
15 claim with the Division of Labor Standards and Enforcement.

16 61. By their conduct, as set forth herein, Defendants violated California Labor Code §
17 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class
18 Members: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8)
19 hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours
20 worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for
21 hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of
22 eight (8) hours on any seventh day of work in a workweek.

23 62. Defendants had a consistent policy of not paying Class Members wages for all
24 hours worked, including by requiring off the clock work, as addressed above. Defendants, and
25 each of them, have intentionally and improperly rounded, changed, adjusted, and/or modified
26 certain employees’ hours, including Plaintiff’s, in order to avoid paying Class Members all earned
27 and owed straight time and overtime wages and other benefits, in violation of the California Labor
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1 Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by
2 the Division of Labor Standards and Enforcement. Defendants have also violated these provisions
3 by requiring Class Members to work through portions of their meal period. Therefore, Class
4 Members were not properly compensated, nor were they paid overtime rates for hours worked in
5 excess of eight hours in a given day, and/or forty hours in a given week. Based on information and
6 belief, Defendants did not make available to Class Members a reasonable protocol for correcting
7 time records when Class Members worked overtime hours or to fix incorrect time entries or those
8 that Defendants unlawfully rounded to the Class Members' detriment.

9 63. Defendants' failure to pay Class Members the unpaid balance of regular wages
10 owed and overtime compensation, as required by California law, violates the provisions of Labor
11 Code §§ 510 and 1198, and is therefore unlawful.

12 64. Additionally, Labor Code § 558(a) provides "any employer or other person acting
13 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
15 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
16 pay period for which the employee was underpaid in addition to an amount sufficient to recover
17 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid in addition to an
19 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
20 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
21 this section are in addition to any other civil or criminal penalty provided by law." Defendants
22 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
23 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
24 Code § 558.

25 65. Defendants' failure to pay compensation in a timely fashion also constituted a
26 violation of California Labor Code § 204, which requires that all wages shall be paid
27 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
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1 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
2 and overtime compensation earned by Class Members. Each such failure to make a timely
3 payment of compensation to Class Members constitutes a separate violation of California Labor
4 Code § 204.

5 66. Class Members have been damaged by these violations of California Labor Code
6 §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

7 67. Consequently, pursuant to the California Labor Code, including Labor Code §§
8 204, 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B),
9 Defendants are liable to Class Members for the full amount of all their unpaid wages and overtime
10 compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the
11 assessment of any statutory penalties against Defendants, and each of them, and any additional
12 sums as provided by the Labor Code and/or other statutes.

13 **THIRD CAUSE OF ACTION**

14 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

15 **(Against All Defendants)**

16 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 69. Class Members regularly worked shifts greater than five (5) hours and in some
19 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
20 someone for a shift of more than five (5) hours without providing him or her with a meal period of
21 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
22 her with a second meal period of not less than thirty (30) minutes.

23 70. Defendants failed to provide Class Members with meal periods as required under
24 the Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this
25 resulted in Class Members consistently having to work through their scheduled meal breaks
26 because the demands of the job would not avail them the opportunity to take a lawfully
27 uninterrupted and off-duty meal break. Furthermore, upon information and belief, on the occasions
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1 when Class Members worked more than ten (10) hours in a given shift, they did so without
2 receiving a second uninterrupted thirty (30) minute meal period as required by law.

3 71. Defendants thus failed to provide Class Members with meal periods as required by
4 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
5 providing them late or for less than thirty (30) minutes, or by requiring them to perform work
6 during breaks.

7 72. Moreover, Defendants failed to compensate Class Members for each meal period
8 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of
9 the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
10 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each workday that the meal period is not
12 provided. Defendants failed to compensate Class Members for each meal period not provided or
13 inadequately provided, as required under Labor Code § 226.7.

14 73. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
15 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
16 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
17 sum to be proven at trial, as well as the assessment of any statutory penalties against the
18 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

19 **FOURTH CAUSE OF ACTION**

20 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 75. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
25 provide that employers must authorize and permit all employees to take rest periods at the rate of
26 ten (10) minutes net rest time per four (4) work hours.

27 76. Class Members consistently worked consecutive four (4) hour shifts and were
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generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants placed their needs over Class Members lawful rest breaks, and this resulted in Class Members consistently having to work through their scheduled rest breaks because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break. Thus, Class Members were consistently denied of their rest breaks.

77. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

78. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

79. Defendants failed to authorize and permit Class Members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Class Members with an additional hour of pay at each Class Member's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

80. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

82. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, , , and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

83. Defendants failed to provide Class Members with accurate itemized wage statements in writing, as required by the Labor Code.

84. Specifically, the wage statements given to Class Members failed to accurately list the total hours worked and therefore the statements do not comply with Labor Code § 226(a)(2). The "total hours worked" on the wage statements is inaccurate given that it includes the hours listed for "other," while not specifying whether "other" accounts for hours worked or not worked. Additionally, the wage statements given to Class Members failed to accurately account for unpaid wages and overtime because Defendants under-reported Class Members' actual hours worked due to the off the clock work. Moreover, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal periods and rest breaks. Moreover, the wage statements given to Class Members contain unlawful deductions by Defendants.

85. Throughout the liability period, Defendants intentionally failed to furnish to Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 only the last four digits of his or her social security number or an employee identification number
2 other than a social security number, (8) the name and address of the legal entity that is the
3 employer and (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226,
5 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
6 Class Members with such timely and accurate wage and hour statements.

7 86. Class Members suffered injury as a result of Defendants' knowing and intentional
8 failure to provide them with the accurate wage and hour statements as required by law and are
9 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
10 Defendants have failed to provide wage statements with accurate and complete information as
11 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class
12 Members cannot promptly and easily determine from the wage statement alone one or more of the
13 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
14 period or any of the other information required to be provided on the itemized wage statement
15 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the
16 employer made from gross wages to determine the net wages paid to the employee during the pay
17 period, (iii) The name and address of the employer and, (iv) The name of the employee and only
18 the last four digits of his or her social security number or an employee identification number other
19 than a social security number. For purposes of Labor Code § 226(e) "promptly and easily
20 determine" means a reasonable person [i.e. an objective standard] would be able to readily
21 ascertain the information without reference to other documents or information.

22 87. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
23 § 226(a), Class Members suffered injuries, including among other things confusion over whether
24 they received all wages owed to them, the difficulty and expense involved in reconstructing pay
25 records, and forcing them to make mathematical computations to analyze whether the wages paid
26 in fact compensated them correctly for all hours worked.

27 88. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
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1 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual
2 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
3 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
4 penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and
5 reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 203**
8 **(Against All Defendants)**

9 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 90. Numerous Class Members are no longer employed by Defendants; they either quit
12 Defendants' employ or were fired therefrom.

13 91. Defendants failed to pay these Class Members all wages due and certain at the time
14 of termination or within seventy-two (72) hours of resignation.

15 92. The wages withheld from these Class Members by Defendants remained due and
16 owing for more than thirty (30) days from the date of separation from employment.

17 93. Defendants failed to pay Class Members without abatement, all wages as defined
18 by applicable California law. Class Members were not paid all regular and overtime wages
19 because Defendants failed to pay for all hours worked and for the off the clock work.
20 Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest
21 periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
22 required time was willful within the meaning of Labor Code § 203.

23 94. Defendants' failure to pay wages, as alleged entitles these Class Members to
24 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
25 paid for up to thirty (30) days from the date they were due.

26 **SEVENTH CAUSE OF ACTION**
27 **VIOLATION OF LABOR CODE § 204**

(Against All Defendants)

95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

96. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period. These failures all arose from Defendants’ failure to pay for all hours worked, as detailed above.

97. All wages due and owing to Plaintiff and the Class Members, including as required under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each Class Member in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages or commissions to which he or she was entitled.

98. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established

1 payday for the period involved, not less than the applicable minimum wage for all hours worked in
2 the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer
3 hours than those fixed by the order or under conditions of labor prohibited by the order is
4 unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for
5 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
6 penalties under paragraph 20 of the applicable IWC Wage Orders.

7 99. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
8 represent they have been deprived of wages in amounts to be determined at trial, and they are
9 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
10 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
11 applicable IWC Wage Orders.

12 **EIGHTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 221**
14 **(Against All Defendants)**

15 100. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 101. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
18 receive from an employee any part of wages theretofore paid by said employer to said employee."

19 102. Defendants unlawfully received and/or collected wages from employees from Class
20 Members' pay without permission and authorization in violation of Labor Code § 221.

21 103. As a direct and proximate cause of the unauthorized deductions, Employees have
22 been damaged, in an amount to be determined at trial.

23 **NINTH CAUSE OF ACTION**
24 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
25 **AND 1174.5**
26 **(Against All Defendants)**

27 104. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28

1 full herein.

2 105. California Labor Code § 1174 requires that all employers shall keep accurate time
3 and wage records for all employees. California Labor Code § 1174.5 further requires that any
4 employee suffering injury due to a willful violation of the aforementioned obligations may seek
5 damages, including civil penalties, from the employer.

6 106. During the course of Plaintiff's and Class Members' employment, Defendants
7 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
8 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
9 wages, overtime, and premium pay as discussed above.

10 107. Accordingly, Defendants are liable for civil penalties pursuant to the California
11 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

12 **TENTH CAUSE OF ACTION**

13 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

14 **(Against All Defendants)**

15 108. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in
16 full herein.

17 109. Under Labor Code § 2802(a) an employer must indemnify its employees for all
18 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of his or her duties, or of his or her obedience to the directions of the employer.

20 110. Defendants have regularly required Plaintiff to incur business expenses in the course
21 of performing his required job duties for Defendants including, but not limited to, for cell phone
22 expenses, the purchase of a stepping stool, uniform costs, and mileage expenses incurred. Upon
23 information and belief, Class Members incurred similar costs. These expenses incurred by Plaintiff
24 and Class Members were necessary and required of them in performing their assigned job duties,
25 but Defendants failed to reimburse Plaintiff and Class Members for all such necessary expenditures.
26 Class Members were not reimbursed for those lawful and necessary work related expenses or losses
27 incurred in direct discharge of their job duties during their employment with Defendants and at the
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1 direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders,
2 paragraph 9.

3 111. As a result of the unlawful acts of Defendants, Class Members have been deprived
4 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
5 plus interest and penalties thereon, attorneys' fees, and costs.

6 **ELEVENTH CAUSE OF ACTION**
7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
8 **(Against All Defendants)**

9 112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 113. Plaintiff, on behalf of himself, Class Members, and the general public, brings this
12 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
13 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
14 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
15 interest within the meaning of Code of Civil Procedure § 1021.5.

16 114. Plaintiff is a "person" within the meaning of Business & Professions Code
17 § 17204, has suffered an injury, and therefore has standing to bring this cause of action for
18 injunctive relief, restitution, and other appropriate equitable relief.

19 115. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
20 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
21 fraudulent in that Defendants' policy and practice failed to provide the required amount of
22 compensation for missed meal and rest breaks, and failed to adequately compensate Class
23 Members for all hours worked, due to systematic business practices as alleged herein that cannot
24 be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission
25 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for
26 which this Court should issue injunctive and equitable relief, pursuant to California Business &
27 Professions Code § 17203, including restitution of wages wrongfully withheld.

116. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

117. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

118. Defendants' conduct, as alleged above, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

119. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

120. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

121. As a proximate result of the above-mentioned acts of Defendants, Class Members

1 have been damaged, in a sum to be proven at trial.

2 122. Unless restrained by this Court Defendants will continue to engage in such
3 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
4 should make such orders or judgments, including the appointment of a receiver, as may be
5 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
6 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
7 disgorgement of such profits as may be necessary to restore Class Members to the money
8 Defendants have unlawfully failed to pay.

9 **TWELFTH CAUSE OF ACTION**

10 **CIVIL PENALTIES**

11 **(Lab. Code §§ 2698, *et seq.*)**

12 123. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 124. During the applicable limitations period, Defendants have violated Labor Code §§
14 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 515, 558, 558.1,
15 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

16 125. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
17 **Error! Reference source not found.** and other current and former employees, to bring a
18 representative civil action to recover civil penalties pursuant to the procedures set forth in Labor
19 Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code
20 of Civil Procedure section 382.

21 126. Plaintiff, a former employee against whom Defendants committed one or more of
22 the alleged Labor Code violations during the applicable limitations period, is an aggrieved
23 employee within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as
24 a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
25

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”)

127. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. On May 9, 2025, Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

128. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 226.7, 226(a), 226.8, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 227.3, 246 1174, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);
- iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus twenty-five percent
3 (25%) of the amount unlawfully withheld from each employee, for each
4 initial violation that was either willful or intentional, and two hundred dollars
5 (\$200) for each employee, plus twenty-five percent (25%) of the amount
6 unlawfully withheld from each employee, for each subsequent violation,
7 regardless of whether the subsequent violation was either willful or
8 intentional (penalties set by Labor Code § 225.5);

9 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
10 citation, two hundred and fifty dollars (\$250) for each employee for each
11 violation. Alternatively, if an initial citation or its equivalent occurred before
12 the filing of this action, one thousand dollars (\$1,000) for each employee for
13 each violation (penalties set by Labor Code § 226.3);

14 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
15 employee for each initial pay period for which the employee was underpaid,
16 and one hundred dollars (\$100) for each employee for each subsequent pay
17 period for which the employee was underpaid (penalties set by Labor Code §
18 558);

19 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
20 aggrieved employee for each initial violation of Labor Code § 1197 that was
21 intentional and two hundred and fifty dollars (\$250) for each aggrieved
22 employee per pay period for each subsequent violation of Labor Code § 1197,
23 regardless of whether the initial violation was intentional (penalties set by
24 Labor Code § 1197.1);

25 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
26 attorneys' fees and costs in connection with Plaintiff's claims for civil
27 penalties.
28

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Class Members and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class Members for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Class Members for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;
10. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 2802, as may be proven;

12. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;

13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

15. For other wages and penalties under the Labor Code as may be proven;

16. For all general, special, and incidental damages as may be proven;

17. For statutory penalties, as may be proven;

18. For civil penalties, as may be proven;

19. For an award of pre-judgment and post-judgment interest;

20. For an award providing for the payment of the costs of this suit;

21. For an award of attorneys' fees; and

22. For such other and further relief as this Court may deem proper and just.

DATED: July 16, 2025

D.LAW, INC.

By: 
Emil Davtyan
David Yeremian
Natalie Haritonian
Rose Sorial
Attorneys for Plaintiff KENNETH
NATHANIEL PERALES, and all others
similarly situated

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D.LAW, INC.

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

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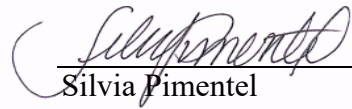
[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[[(VIA JAMS)
A true and correct copy of the foregoing document(s) was electronically served on
counsel of record by transmission through JAMS .

///

1 **[X]** (STATE) I certify (or declare) under penalty of perjury under the laws of the State of
2 California that the foregoing is true and correct.

3 Executed on July 16, 2025, at Glendale, California.

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5 Silvia Pimentel
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