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JONATHAN CARPIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JONATHAN CARPIO, on behalf of himself and all others similarly situated, Plaintiff, vs. ALLSAINTS USA LIMITED, a California business entity form unknown; and DOES 1 through 100, inclusive, Defendants.	Case No. 25STCV13537 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:** **(1) FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);** **(2) FAILURE TO PAY MEAL PERIOD PREMIUMS AT REGULAR RATE OF COMPENSATION (LABOR CODE § 226.7);** **(3) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);** **(4) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);** **(5) FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);** **(6) UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*); and** **(7) PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).** **DEMAND FOR JURY TRIAL** **UNLIMITED CIVIL CASE**

Plaintiff Jonathan Carpio ("Plaintiff"), on behalf of himself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, brings this Class and Representative Action Complaint against AllSaints USA Limited and Does 1 through 100, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, hereby brings this class and representative action for recovery of unpaid wages and penalties under California Business and Professions Code section 17200, *et. seq*.; Labor Code sections 201-204, 226, 226.7, 245 *et seq*., 510, 558, 1194, 1198, 2698 *et seq*., 2802, and 2804; and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"), in addition to seeking declaratory relief and restitution. This class action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los Angeles County. Defendants are headquartered, own, maintain offices, transact business, have an agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are within the jurisdiction of this Court for purposes of service of process. On information and belief, the nerve center of Defendant AllSaints USA Limited is located in Los Angeles, California.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff

was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by California Labor Code sections 201-204, 226, 226.7, 245 *et seq.*, 510, 558, 1194, 1198, 2698 *et seq*., 2802, and 2804; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 7, which sets employment standards for employees in the mercantile industry, which includes retail establishments.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a clothing retailer, and that they employed Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 17).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt, hourly Store Manager at Defendants' location in Glendale, CA from in or about October 2022 until in or about April 2025.

10. During Plaintiff's employment, Plaintiff and other employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, but Defendants failed to pay them overtime at one and one-half times their "regular rate" of pay as required under Labor Code § 510 and Wage Order 7. Specifically, Plaintiff and other non-exempt employees regularly received non-discretionary bonuses, monthly commissions, and/or other forms of compensation not excludable from the "regular rate" of pay (these forms of compensation are hereinafter referred to collectively as "Incentive Pay"), but Defendants failed to incorporate Incentive Pay into the "regular rate" of pay when paying overtime and/or double-time compensation. For example, Plaintiff's wage statement dated January 31, 2025 (for the pay period of January 19-25, 2025) reflects that he was paid commissions of $1,751.12. On information and belief, commissions were paid roughly one month in arrears, and therefore these commissions were earned in December 2024. However, Plaintiff's overtime wages in December 2024 were paid at $43.50 per hour, which was 1.5 times Plaintiff's *base* hourly rate of $29.00, and Defendants failed to incorporate the value of his earned commissions into his "regular rate" of pay. Similarly, Plaintiff's wage statement dated April 25, 2025, for the pay period of April 13-19, 2025, reflects that Plaintiff was paid commissions of $636.24, which on information and belief were earned in March 2025. But again, Defendants paid Plaintiff's overtime wages in March 2025 at $43.50 per hour, which was 1.5 times Plaintiff's *base* hourly rate of $29.00, and Defendants failed to incorporate the value of his earned commissions. Plaintiff and other non-exempt employees likewise received Incentive Pay at various points throughout the putative class period, and Defendants have generally failed to incorporate them into the "regular rate" of pay, resulting in underpaid overtime and/or double-time wages.

11. In addition to under-paying overtime wages, Defendants' failure to incorporate Incentive Pay into the regular rate resulted in Defendants' failing to pay meal period premiums at the "regular rate of compensation" as required under Labor Code § 226.7. For example, in the pay period of March 2-8, 2025 (with a check date of March 14, 2025), Plaintiff received two meal period premiums, labeled "Meal Penalty" on his wage statement, at the rate of $29.00, which was his *base* hourly rate. As noted, Plaintiff earned commissions in March 2025, but Defendants failed to true up Plaintiff's meal period premiums and therefore failed to pay Plaintiff's meal period premiums at his "regular rate of compensation." *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2011) (holding that "regular rate of compensation" in Labor Code § 226.7 has the same meaning as "regular rate of pay" in Labor Code § 510). On information and belief, Defendants' other non-exempt employees likewise have been paid meal period premiums and earned Incentive Pay during corresponding time periods during the putative class period, and Defendants likewise have failed to incorporate the value of Incentive Pay into their meal period premiums, thereby failing to pay such premiums at the "regular rate of compensation."

12. In addition to under-paying overtime compensation and meal period premiums, Defendants' failure to properly calculate the "regular rate" also resulted in an underpayment of sick pay. For example, Plaintiff's wage statement dated October 25, 2024 (for the pay period of October 13-19, 2024) reflects that Plaintiff received 3.0 hours of sick pay, which was paid at Plaintiff's *base* hourly rate of $29.00, without incorporating the value of the $613.51 in commissions that Plaintiff earned in October 2024 (as reflected on Plaintiff's November 29, 2024 wage statement). This practice violates Labor Code § 246(l), which requires sick pay to be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time." On information and belief, Defendants have likewise failed to incorporate the value of Incentive Pay into the "regular rate" when calculating and paying sick pay to other non-exempt employees.

13. Defendants' failure to pay all owed overtime wages and failure to pay meal period premium wages at the "regular rate" have resulted in Defendants' maintaining inaccurate payroll records and issuing inaccurate wage statements to Plaintiff and other non-exempt employees.

14. In addition, the wage statements issued to Plaintiff and other employees have been facially deficient, in that they did not include Defendants' full address. While they contained Defendants' street address ("750 N San Vicente Blvd"), they did not contain Defendants' suite number, city, state, or ZIP code, in violation of Labor Code Section 226(a)(8).

15. As a further result of Defendants' failure to pay all owed overtime wages and failure to pay meal period premium wages at the "regular rate," Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

16. Defendants have also failed to reimburse Plaintiff and other employees for all business expenses incurred in the course of their employment. Specifically, Defendants have required Plaintiff and other employees to use their personal cell phones for work purposes. For example, Plaintiff and other employees were expected to, and would, routinely communicate with each other using the Google Chat app, including the "Google Spaces" feature, on their personal cell phones. In additional to communicating internally among employees in Plaintiff's location, employees from all stores in a particular geographic region would all participate in a Google chat group, so that employees in the various stores could communicate regarding, for example, whether any stores in the area had specific items in stock. In the chat group that Plaintiff belonged to, employees from Defendants' locations in Century City, Sherman Oaks, Beverly Drive, Beverly Center, Santa Monica, and Glendale all participated in the chat. Plaintiff was also required to use the GMail and Google Slides apps on his personal cell phone for work purposes. Despite requiring Plaintiff and other employees to use their personal cell phones for work, Defendants have failed to reimburse them for any portion of their personal cell phone bill, as required under California law, including but not limited to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

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CLASS ACTION ALLEGATIONS

17. Class Definitions: Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, and (ii) earned Incentive Pay in a corresponding time period, at any time from four years prior to the filing of this action through the present.

b. The Meal Period Premium Underpayment Class consists of all of Defendants' current and former non-exempt employees in California who were paid a meal period premium and also earned Incentive Pay in a corresponding time period, at any time from four years prior to the filing of this action through the present.

c. The Wage Statement Class consists of (i) all members of the Overtime Class and/or Meal Period Premium Underpayment Class who received a wage statement at any time from one year prior to the filing of this action to the present, and (ii) all of Defendants' California employees who received who received a wage statement that did not contain the city, state, or ZIP code of Defendants' address, at any time from one year prior to the filing of this action through the present.

d. The Waiting Time Class consists of all members of the Overtime Class and/or Meal Period Premium Underpayment Class, whose employment with Defendants ended at any time from three years prior to the filing of this action to the present.

e. The Expense Reimbursement Class consists of all of Defendants' employees in California who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, at any time from four years prior to the filing of this action through the present.

18. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all members would be impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals each. The identity of such membership is readily ascertainable via Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation:

i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;

ii. Whether Defendants paid meal period premiums at the "regular rate of compensation" to Meal Period Premium Underpayment Class members;

iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

20. **Predominance of Common Questions:** Common questions predominate over questions that affect only individual Class members. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each Class member, such as Defendants' overtime payment, wage statement, meal period premium payment, and expense reimbursement policies/practices. Thus, common questions predominate over individual questions concerning each Class member.

21. **Typicality:** Plaintiff's claims are typical of the Classes' claims because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled herein. Like the Class members, Plaintiff was, *inter alia*, deprived of earned overtime wages, paid meal period premiums at less than his "regular rate of compensation," furnished with inaccurate wage statements, and not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of individual Class members are not large enough to warrant individual prosecution considering all of the concomitant costs and expenses attending thereto. Thus, the Classes are maintainable under Section 382 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198 which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

26. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 7, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

27. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime (and/or double-time) hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

28. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid overtime wages, interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY MEAL PERIOD PREMIUMS AT REGULAR RATE OF COMPENSATION

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

30. As alleged herein, Defendants failed to properly calculate and pay meal period premiums to Plaintiff and members of the Meal Period Premium Underpayment Class. Specifically, and as alleged herein, Defendants have failed to pay meal period premiums at Plaintiff's and Meal Period Premium Underpayment Class members' regular rate of compensation as required under Labor Code § 226.7.

31. As a result, Defendants owe additional meal period premium compensation, including interest thereon, pursuant to Wage Order 7, Labor Code § 226.7, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. As alleged herein, Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, the full address of Defendants and all wages earned, in violation of Labor Code § 226.

34. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their overtime wages and meal period premium wages, as well as an inability to ascertain the address of the employer without reference to other documents or information, and deprived them of the information necessary to identify and reconcile the discrepancies or omissions contained in their wage statements.

35. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code § 226.

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FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid overtime wages and meal period premium wages.

39. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner.

40. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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42. At all relevant times, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

43. At all relevant times, Defendants were subject to Labor Code § 2804, which states, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

44. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

45. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums, which will be shown according to proof.

46. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

47. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

<u>SIXTH CAUSE OF ACTION</u>

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay

Plaintiff and the Classes all overtime wages due, failing to pay meal period premiums at the proper rate, failing to reimburse business expenses, failing to furnish accurate itemized wage statements, and failing to pay all wages due at termination.

50. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

51. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

52. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

53. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

<u>SEVENTH CAUSE OF ACTION</u>

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*. Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to

proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

a. Failing to pay Plaintiff and other non-exempt aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, 1198, and 1199;

b. Failing to pay meal period premiums to Plaintiff and other non-exempt aggrieved employees at the regular rate of compensation, in violation of Labor Code §§ 226.7, 1198, and 1199;

c. Failing to properly pay sick pay to Plaintiff and other non-exempt aggrieved employees, in violation of Labor Code § 245 et seq., including but not limited to Labor Code § 246;

d. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;

e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code § 226;

f. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-202;

g. Failing to maintain accurate records regarding Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

56. On or about May 8, 2025, Plaintiff notified Defendant AllSaints USA Limited via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 55 (a)-(g) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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57. As noted in Plaintiff's PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent in his PAGA action are all current and former employees of Defendants who have worked for Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

58. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 226.7;

6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

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9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the unlawful conduct alleged herein;

11. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2699(k), 2802(c), and Code of Civil Procedure § 1021.5, and all other relevant statutes; and

13. For such other and further relief the Court may deem just and proper.

Date: July 14, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

By: ______________________
Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: July 14, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

By: ______________________
Tuvia Korobkin
Attorneys for Plaintiff

PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On July 14, 2025, I served the foregoing document(s) described as

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all interested parties in this action by transmitting a true copy of the document(s) described above, addressed as follows:

SEE ATTACHED SERVICE LIST

( ) **BY MAIL** as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Beverly Hills, California.

( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the above addressee(s).

( ) **BY OVERNIGHT COURIER:** I am "readily familiar" with the firm's practice of collecting and processing overnight deliveries, which includes depositing such packages in a receptacle used exclusively for overnight deliveries. The packages were deposited before the regular pickup time and marked accordingly for delivery the next business day.

(X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served electronically to the address of the recipient(s) as set forth below. I am readily familiar with the Code of Civil Procedure and California Rules of Court for electronic service and this document/these documents were duly served electronically in accordance with said rules and regulations on the date stated above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 14, 2025, at Beverly Hills, California.

Isela Chavarria

SERVICE LIST:

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