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on behalf of themselves and others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/14/2025
By: E. Leon Barrientos Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JEANNIE CASTILLO, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

BOOT BARN, INC. dba BOOT BARN, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 25CV017105

CLASS ACTION

Assigned for All Purposes To:
Hon. Richard C. Miadich
Dept.: 28

**SECOND AMENDED 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. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq., and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Failure to Comply with Labor Code § 2751;
12. Violation of Business & Professions Code §
17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiffs JEANNIE CASTILLO and ATLAS CHANDRA (hereinafter “Plaintiffs”) on
2 behalf of themselves and all others similarly situated (collectively, “Employees”; individually,
3 “Employee”) complains of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiffs bring this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by BOOT BARN, INC. dba
8 BOOT BARN, a Delaware corporation; and DOES 1 through 50 (all defendants being collectively
9 referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated
10 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

12 2. Plaintiffs are residents of California and during the time period relevant to this
13 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
14 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
15 members worked for Defendants in Sacramento County, and in other nonexempt positions,
16 throughout California and, and consistently worked at Defendants’ behest without being paid all
17 wages due. More specifically, Plaintiffs and the other similarly situated Class members were
18 employed by Defendants and worked at Defendants’ offices and other facilities where the conduct
19 giving rise to the allegations in this Class Action Complaint occurred. Upon information and
20 belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and
21 responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar
22 violations at the hands of Defendants as the other Employee Class members who served in similar
23 and related positions.

24 3. Defendants required Plaintiffs and the Employees in the Class to perform work
25 while remaining under Defendants’ control prior to and after being on the clock and during their
26 meal and rest breaks. Defendants thus failed to pay Plaintiffs and the Class members for all hours
27 worked, and provided them with inaccurate wage statements that prevented Plaintiffs and the
28 Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs

1 and the Class with lawful meal and rest periods, as employees were not provided with the
2 opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the
3 Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiffs**

6 4. Plaintiff JEANNIE CASTILLO has resided in California and during the time
7 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
8 within the State of California.

9 5. Plaintiff ATLAS CHANDRA has resided in California and during the time period
10 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
11 the State of California.

12 **B. The Defendants**

13 6. Defendant BOOT BARN, INC. dba BOOT BARN is a Delaware corporation with
14 its principle executive offices in Irvine, California, and upon information and belief, has been
15 listed as the employer on the wage statements and W2 issued to Plaintiffs during the relevant time
16 period. BOOT BARN, INC. dba BOOT BARN lists an address in Irvine, California with the
17 California Secretary of State, and employs Plaintiffs and the Employees in Sacramento County,
18 including at Defendants' offices and facilities in Sacramento, California, and throughout
19 California and Defendants conduct business throughout California.

20 7. The true names and capacities, whether individual, corporate, associate, or
21 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
22 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code
23 of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
24 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
25 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
26 this Complaint to reflect the true names and capacities of the Defendants designated herein as
27 Does 1 through 50 when their identities become known.

28 8. Plaintiffs are informed and believes and thereon alleges that each Defendant acted

1 in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
2 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
3 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
4 all respects as the employers or joint employers of Employees. Defendants, and each of them,
5 exercised control over the wages, hours or working conditions of Employees, or suffered or
6 permitted Employees to work, or engaged, thereby creating a common law employment
7 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
8 employed Employees.

9 **JURISDICTION AND VENUE**

10 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
12 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
13 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
14 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
15 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County
16 and Defendants maintain and operate company offices and facilities in Sacramento County, and
17 employ Plaintiffs and other Class members in Sacramento County and throughout California.

18 **FACTUAL BACKGROUND**

19 10. The Employees who comprise the Class and Collective, including Plaintiffs, are
20 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
21 Employees who work in nonexempt positions at the direction of Defendants in the State of
22 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
23 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
24 Plaintiffs and Employees were not paid for the time that they worked pre-shift and post-shift
25 without compensation, by (1) waiting for another employee to arrive before opening the store
26 pursuant to Defendants' policy prohibiting employees from entering the store prior to opening
27 alone, opening the security gate, turning off the alarm, and turning on the lights prior to clocking
28 in; (2) setting the security alarm, ensuring all employees left the building, and locking the doors

1 after clocking out; (3) purchasing needed supplies; (4) answering work-related text messages and
2 phone calls off-the-clock; and (5) completing required trainings off-the-clock. Plaintiffs and
3 Employees also worked off-the-clock during meal periods. In addition, Defendants required
4 Plaintiffs and Employees to be available to work on their days off and if called in, Plaintiffs and
5 Employees were required to report to work within thirty minutes. Defendants failed to pay
6 Plaintiffs and Employees on-call or standby pay. Plaintiffs also contend that Defendants failed to
7 pay Plaintiffs and the Class members all wages due and owing, failed to provide meal and rest
8 breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the
9 California Labor Code and applicable Wage Orders.

10 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
12 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
13 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
14 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
15 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
16 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
17 Therefore, during times when Plaintiffs and Employees worked overtime and received
18 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
19 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
20 required.

21 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
23 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
24 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
25 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
26 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
27 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
28 Therefore, during times when Plaintiffs and Employees worked overtime and received

1 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
2 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
3 required.

4 13. During the course of Plaintiffs and the Class members' employment with
5 Defendants, they were not paid all wages they were owed, including for all work performed and
6 for all overtime hours worked and were forced to work during their meal and rest breaks.
7 Defendants also failed to maintain timekeeping records for Plaintiffs and Employees that would
8 permit them to discover the nature and extent of Defendants' understatement of hours worked.

9 14. As a matter of uniform Company policy, Plaintiffs and the Class members were
10 required to work during their meal and rest breaks which were not compensated by Defendants in
11 violation of the California Labor Code. Plaintiffs and the Class members were also not paid
12 regular wages and overtime for the time they were required to comply with other requirements
13 imposed upon them, which they had to complete while working through their meal and rest
14 breaks and without compensation. As a result, Plaintiffs and the Class members worked shifts
15 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
16 the appropriate overtime rate for all such hours, including by being required to perform work
17 duties and tasks without pay and while off-the-clock. As a result, Plaintiffs and the Class
18 members worked substantial overtime hours during their employment with Defendants for which
19 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
20 Orders.

21 15. As a result of the above described, the daily work demands and pressures to work
22 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and
23 the Class members were not properly paid for all wages earned and for all wages owed to them by
24 Defendants, including when working more than eight (8) hours in any given day and/or more than
25 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
26 Plaintiffs and Class members incurred overtime hours worked for which they were not adequately
27 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiffs and
28 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the

1 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
2 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
3 Labor Code, applicable IWC Wage Orders.

4 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
5 continuing to the present, Defendants had a consistent policy or practice of failing to pay
6 Employees for all hours worked, and failing to pay minimum wages for all time worked as
7 required by California Law.

8 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants had a consistent policy or practice of failing to pay
10 Employees overtime compensation at premium overtime rates for all hours worked in excess of
11 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
12 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
13 sections of IWC Wage Orders.

14 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants have regularly required Employees to work shifts in excess
16 of five (5) hours without providing them with timely, duty-free meal periods of not less than thirty
17 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
18 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
19 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
20 Defendants failed to provide or deficiently provided. In addition, Plaintiffs and Employees were
21 required to keep walkie talkies on and respond to them during their meal periods. Lastly,
22 Defendants instructed Plaintiffs and Employees to respond “yes” when prompted by Defendants’
23 timekeeping system to confirm whether a complaint meal period was taken regardless of whether
24 Plaintiffs and Employees took a complaint meal period.

25 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have consistently failed to provide Employees with duty-free paid rest breaks
27 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
28 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not

1 provided or were deficiently provided at one hour of wages at each Employee's effective regular
2 rate of pay, for each rest period that Defendants failed to provide or deficiently provided. In
3 addition, Plaintiffs and Employees were required to keep walkie talkies on and respond to them
4 during their rest breaks. Further, Plaintiffs and Employees were verbally told they were not
5 permitted to leave Defendants' premises during their rest breaks. Lastly, Defendants instructed
6 Plaintiffs and Employees to respond "yes" when prompted by Defendants' timekeeping system to
7 confirm whether a complaint rest break was taken regardless of whether Plaintiffs and Employees
8 took a complaint rest break.

9 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to provide Employees with timely,
11 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

12 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
14 performance of their job duties for Defendants including, but not limited to, the cost of personal
15 cell phone usage; mileage and fuel; and tools and supplies, including bulletin and dry erase boards,
16 highlighters, pens, and sticky notes, which were necessary to perform their duties under
17 Defendants' employ in violation of Labor Code § 2802.

18 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
19 continuing to the present, Defendants have consistently failed to keep accurate time and wage
20 records as required by California wage-and-hour laws.

21 23. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
22 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
23 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
24 required by California wage-and-hour laws.

25 24. Lastly, from at least four (4) years prior to the filing of this lawsuit and continuing
26 to the present, Defendants had a consistent and uniform policy, practice and procedure, when
27 entering into contracts of employment with Employees for services to be rendered within
28 California and the contemplated method of payment involved commissions, of failing to utilize a

1 written contract signed by both the employer and employee setting forth the method by which the
2 commissions shall be computed and paid in violation of Labor Code § 2751.

3 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
4 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510,
5 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198.5, 1199, 2698, 2699, *et*
6 *seq.*, 2751, and 2802.

7 26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
8 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
9 enjoyed from their violations of Labor Code.

10 CLASS ALLEGATIONS

11 27. Plaintiffs bring this class action on behalf of herself and all others similarly situated
12 pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows:
13 all individuals employed by Defendants, at any time within four (4) years of the filing of this
14 lawsuit, and that have been employed by Defendants within the State of California.

15 28. Further, Plaintiffs seek to represent the following Subclasses composed of and
16 defined as follows:

17 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
18 compensated for all hours worked for Defendants at the applicable minimum wage.

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

22 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
23 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
24 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

25 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
26 Defendants' policy and/or practice of failing to authorize and permit Employees to take
27 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
28 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

1 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
2 compensated at the Employee's regular rate of pay for their vacation wages.

3 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at
4 the Employee's regular rate of pay for their sick pay wages.

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

8 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
9 applicable limitations period, were not provided with accurate itemized wage statements.

10 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures Subclass.
11 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
12 incurred in the performance of Employees job duties for Defendants which were necessary to
13 perform their duties under Defendants' employ.

14 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
15 applicable limitations period, either voluntarily or involuntarily separated from their employment
16 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
17 termination.

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

21 l. Subclass 12. Commission Subclass. All Class members who, within the applicable
22 limitations period, were not provided with a written contract signed by both the employer and
23 employee setting forth the method by which the commissions shall be computed and paid.

24 29. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
25 modify the class description with greater particularity or further division into subclasses or
26 limitation to particular issues.

27 30. This action has been brought and may properly be maintained as a class action
28 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

31. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

32. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

33. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees 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 Employees 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 provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- g. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;

- 1 h. Whether Defendants violated Labor Code § 226(a);
- 2 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 3 j. Whether Defendants failed to reimburse Employees for necessary business
- 4 expenses;
- 5 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 6 wages and compensation due and owing at the time of termination of employment;
- 7 l. Whether Defendants violated Labor Code § 2751;
- 8 m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 9 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 10 o. Whether Employees are entitled to equitable relief pursuant to Business and
- 11 Professions Code § 17200 *et seq.*

12 **C. Typicality**

13 34. The claims of the named Plaintiffs are typical of those of the other Employees.

14 Employees all sustained injuries and damages arising out of and caused by Defendants' common

15 course of conduct in violation of statutes, as well as regulations that have the force and effect of

16 law, as alleged herein.

17 **D. Adequacy of Representation**

18 35. Plaintiffs will fairly and adequately represent and protect the interest of Employees.

19 Counsel who represents Employees are experienced and competent in litigating employment class

20 actions.

21 **E. Superiority of Class Action**

22 36. A class action is superior to other available means for the fair and efficient

23 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

24 questions of law and fact common to all Employees predominate over any questions affecting only

25 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of

26 Defendants' illegal policies or practices of failing to compensate Employees properly.

27 37. Class action treatment will allow those persons similarly situated to litigate their

28 claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 38. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 39. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Employees would work hours and not receive wages, including
10 as alleged above in connection with working during meal breaks and working pre-shift and post-
11 shift without compensation, by (1) waiting for another employee to arrive before opening the
12 store pursuant to Defendants' policy prohibiting employees from entering the store prior to
13 opening alone, opening the security gate, turning off the alarm, and turning on the lights prior to
14 clocking in; (2) setting the security alarm, enduring all employees left the building, and locking
15 the doors after clocking out; (3) purchasing needed supplies; (4) answering work-related text
16 messages and phone calls off-the-clock; and (5) completing required trainings off-the-clock.
17 Further, Plaintiffs and Employees were required to be on-call while off-the-clock. If called in,
18 Plaintiffs and Employees had thirty minutes to report to work. Defendants failed to pay Plaintiffs
19 and Employees on call or standby pay. Additionally, Defendants had a consistent policy of
20 failing to pay Employees for hours worked during alleged meal periods for which Employees
21 were denied, as also addressed herein. Moreover, Defendants did not pay Plaintiffs and
22 Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of
23 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
24 whole, as a result of implementing a uniform policy and practice that denied accurate
25 compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

26 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
27 states:

28 The minimum wage for employees fixed by the commission is the
minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

1 41. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 42. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 44. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 45. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 47. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 48. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working pre-shift and
8 post-shift without compensation, by (1) waiting for another employee to arrive before opening
9 the store pursuant to Defendants' policy prohibiting employees from entering the store prior to
10 opening alone, opening the security gate, turning off the alarm, and turning on the lights prior to
11 clocking in; (2) setting the security alarm, enduring all employees left the building, and locking
12 the doors after clocking out; (3) purchasing needed supplies; (4) answering work-related text
13 messages and phone calls off-the-clock; and (5) completing required trainings off-the-clock. The
14 uncompensated time also included the time Employees worked off-the-clock during meal
15 periods. Further, Plaintiffs and Employees were required to be on-call while off-the-clock. If
16 called in, Plaintiffs and Employees had thirty minutes to report to work. Defendants failed to pay
17 Plaintiffs and Employees on call or standby pay. Employees regularly worked over 8 hours on a
18 given day without receiving overtime compensation.

19 49. Defendants' failure to pay compensation in a timely fashion also constituted a
20 violation of California Labor Code § 204, which requires that all wages shall be paid
21 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
22 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
23 and overtime compensation earned by Employees. Each such failure to make a timely payment of
24 compensation to Employees constitutes a separate violation of California Labor Code § 204.

25 50. Employees have been damaged by these violations of California Labor Code §§
26 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

27 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
28 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for

1 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
2 reasonable attorneys' fees and costs.

3 **THIRD CAUSE OF ACTION**

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

5 **(Against All Defendants)**

6 52. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
9 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
10 more than five (5) hours without providing him or her with a meal period of not less than thirty
11 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
12 meal period of not less than thirty (30) minutes.

13 54. Defendants failed to provide Employees with timely, off-duty meal periods as
14 required under the Labor Code. Employees were required to take meal periods after working well
15 beyond the five (5) hour shifts or had to work through their meal periods. What meal periods were
16 provided were also not duty-free due to Defendants' policy and practice requiring Employees to
17 keep walkie talkies on during meal periods and respond to them. This also resulted in meal periods
18 being interrupted. Furthermore, Employees were regularly required to work for more than 10
19 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
20 required by law. Lastly, Defendants instructed Plaintiffs and Employees to respond "yes" when
21 prompted by Defendants' timekeeping system to confirm whether a compliant meal period was
22 taken regardless of whether Plaintiffs and Employees took a compliant meal period.

23 55. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
25 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
26 employee a meal period in accordance with this section, the employer shall pay the employee one
27 hour of pay at the employee's regular rate of compensation for each workday that the meal period
28 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,

1 they did so at the normal regular rate of pay without factoring in all forms or
2 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

3 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
4 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
5 period not provided or deficiently provided, a sum to be proven at trial.

6 **FOURTH CAUSE OF ACTION**
7 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**
8 **(Against All Defendants)**

9 57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
12 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
13 not less than ten (10) minutes for each consecutive four (4) hour shift.

14 59. Defendants failed to provide Employees with uninterrupted and duty-free rest
15 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically,
16 Defendants' had a policy and practice requiring Employees to keep walkie talkies on during rest
17 breaks resulting in on-duty and interrupted rest periods. Further, Plaintiffs and Employees were
18 verbally told they were not permitted to leave Defendants' premises during their rest breaks.
19 Lastly, Defendants instructed Plaintiffs and Employees to respond "yes" when prompted by
20 Defendants' timekeeping system to confirm whether a compliant rest break was taken regardless
21 of whether Plaintiffs and Employees took a compliant rest break.

22 60. Moreover, Defendants failed to compensate Employees for each rest period not
23 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
24 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
25 accordance with this section, the employer shall pay the employee one hour of pay at the
26 employee's regular rate of compensation for each workday that the rest period is not provided.
27 Defendants failed to compensate the Employees in the Class for each rest period not provided or
28 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage

1 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
2 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
3 or by otherwise incorrectly calculating the regular rate.

4 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
5 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
6 worked without the required rest breaks, a sum to be proven at trial.

7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO PAY VACATION WAGES**
9 **(Against All Defendants)**

10 62. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 63. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
13 employment policy provides for paid vacation and an employee is terminated without having
14 taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate
15 in accordance with said contract of employment or policy respecting eligibility or time served.

16 64. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
17 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
18 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
19 Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to
20 calculate and pay vacation wages.

21 65. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
22 Code § 227.3.

23 **SIXTH CAUSE OF ACTION**
24 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
25 **(Against All Defendants)**

26 66. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 67. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time

1 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
2 times relevant, Defendants have failed to compute the amount due for paid sick time in
3 conformance with the pay calculation under California Labor Code § 246(1).

4 68. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
5 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
6 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
7 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
8 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
9 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
10 leave to Employees at a lower rate, in violation of the law.

11 69. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
12 Code §§ 245 *et seq.* and 246.

13 **SEVENTH CAUSE OF ACTION**
14 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
15 **IN VIOLATION OF LABOR CODE § 2802**
16 **(Against All Defendants)**

17 70. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

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

22 72. Employees incurred necessary expenditures in the performance of their job duties
23 for Defendants, namely the cost of personal cell phone usage; mileage and fuel; and tools and
24 supplies, including bulletin and dry erase boards, highlighters, pens, and sticky notes which were
25 necessary to perform their duties under Defendants' employ. From four (4) years prior to the
26 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
27 reimburse Employees for these necessarily incurred business expenses.

28 73. As a result of the unlawful acts of Defendants, Employees have been deprived of

1 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
2 plus interest and penalties thereon, attorneys' fees, and costs.

3 **EIGHTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 226(a)**
5 **(Against All Defendants)**

6 74. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

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

15 76. Defendants failed to provide Employees with accurate itemized wage statements in
16 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
17 Defendants failed to accurately account for wages, overtime, and premium pay for off-the-clock
18 work and deficient meal periods and rest breaks, all of which Defendants knew or reasonably
19 should have known were owed to Employees, as alleged hereinabove. Moreover, Employees'
20 wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2)
21 and failed to accurately set forth all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).
23 The wage statements provided to Employees were confusing and required Employees to engage in
24 discovery and refer to outside sources to verify whether their pay was correct and potentially
25 resulting in a miscalculation by the Employees.

26 77. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
27 Employees suffered injuries, including among other things confusion over whether they received
28 all wages owed them, the difficulty and expense involved in reconstructing pay records, and

1 forcing them to make mathematical computations to analyze whether the wages paid in fact
2 compensated them correctly for all hours worked.

3 78. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
4 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
6 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
7 award of costs and reasonable attorneys' fees.

8 79. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
9 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
10 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
11 employee for each pay period.

12 80. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
13 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
14 shown according to proof.

15 **NINTH CAUSE OF ACTION**

16 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
17 **and 1174.5**

18 **(Against All Defendants)**

19 81. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

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

25 83. During the course of Plaintiffs' and Employees' employment, Defendants
26 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
27 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
28 wages, overtime, and premium pay as discussed above.

1 84. Defendants are also required by the California Labor Code § 1198 and the
2 applicable Wage Order to maintain a tracking system that accurately records the times at which
3 Employees works.

4 85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them.

6 86. Accordingly, Defendants are liable for civil penalties pursuant to the California
7 Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

8 **TENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 203**
10 **(Against All Defendants)**

11 87. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 88. Numerous Employees are no longer employed by Defendants; they either quit
14 Defendants' employ or were fired therefrom.

15 89. Defendants failed to pay these Employees all wages due and certain at the time of
16 termination or within seventy-two (72) hours of resignation.

17 90. The wages withheld from these Employees by Defendants remained due and owing
18 for more than thirty (30) days from the date of separation of employment.

19 91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
20 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
21 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
22 to thirty (30) days from the date they were due.

23 **ELEVENTH CAUSE OF ACTION**
24 **FAILURE TO COMPLY WITH LABOR CODE § 2751**
25 **(Against All Defendants)**

26 92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 93. Labor Code § 2751(a) states: "Whenever an employer enters into a contract of

1 employment with an employee for services to be rendered within this state and the contemplated
2 method of payment of the employee involves commissions, the contract shall be in writing and
3 shall set forth the method by which the commissions shall be computed and paid.”

4 94. Further, Labor Code §2751(b) states in pertinent part: “The employer shall give a
5 signed copy of the contract to every employee who is a party thereto and shall obtain a signed
6 receipt for the contract from each employee.”

7 95. During the relevant time period, Defendants had a consistent and uniform policy,
8 practice and procedure, when entering into contracts of employment with Employees for services
9 to be rendered within California and the contemplated method of payment involved commissions,
10 of failing to utilize a written contract signed by both the employer and employee setting forth the
11 method by which the commissions shall be computed and paid.

12 96. Defendants’ pattern, practice and uniform administration of corporate policy
13 regarding commission contracts as described herein is unlawful and creates an entitlement to
14 recovery by Employees, in a civil action, to the extent allowed by law.

15 97. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
16 Code § 2751.

17 **TWELFTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

19 **(Against All Defendants)**

20 98. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 99. Plaintiffs, on behalf of themselves, Employees, and the general public, bring this
23 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
24 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
25 and the general public. Plaintiffs seek to enforce important rights affecting the public interest
26 within the meaning of Code of Civil Procedure § 1021.5.

27 100. Plaintiffs are “person(s)” within the meaning of Business & Professions Code
28 § 17204, have suffered injury, and therefore have standing to bring this cause of action for

1 injunctive relief, restitution, and other appropriate equitable relief.

2 101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

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

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

17 104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 *et seq.*

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

23 106. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 107. Unless restrained by this Court, Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
2 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
3 have unlawfully failed to pay.

4 **THIRTEENTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

6 **(Against All Defendants)**

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

9 109. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 110. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
16 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, 2751,
17 and 2802.

18 111. The penalties shall be allocated as follows: 65% to the Labor and Workforce
19 Development Agency (LWDA) and 35% to the affected employees.

20 112. Employees also seek any and all penalties and remedies set forth in Labor Code §
21 558, which states:

22 (a) Any employer or other person acting on behalf of an employer who
23 violates, or causes to be violated, a section of this chapter or any provision
24 regulating hours and days of work in any order of the Industrial Welfare
25 Commission shall be subject to a civil penalty as follows: (1) For any initial
26 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
27 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

28 (b) If upon inspection or investigation the Labor Commissioner determines that
a person had paid or caused to be paid a wage for overtime work in violation of any

provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

113. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties on.

114. Plaintiffs have exhausted their administrative remedy by sending certified letters to the LWDA and Defendants postmarked on July 17, 2025 and July 23, 2025. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray 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 Employees 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 the hourly wage made by Employees 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;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no

1 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
2 be proven;

3 6. For penalties pursuant to Labor Code § 2751 for Employees, as may be proven;

4 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

5 8. For penalties pursuant to Labor Code § 226.3, as may be proven;

6 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
7 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

8 10. For penalties pursuant to Labor Code § 227.3, as may be proven;

9 11. For penalties pursuant to Labor Code §§ 245 *et seq.*, and 246;

10 12. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 13. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

13 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

14 15. For compensatory damages in the amount of all previously unreimbursed business
15 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
16 from four (4) years prior to the original filing of this action, as may be proven;

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

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

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

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

23 20. For an award of attorneys' fees; and

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

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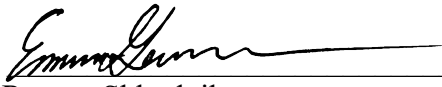
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1 DATED: September 22, 2025

D.LAW, INC.

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By 

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Roman Shkodnik

Emma Geesaman

Attorneys for Plaintiffs

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JEANNIE CASTILLO and ATLAS
CHANDRA and the putative class

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial of their claims by jury to the extent authorized by law.

DATED: September 22, 2025

D.LAW, INC.

By 

Roman Shkodnik

Emma Geesaman

Attorneys for Plaintiff

JEANNIE CASTILLO and ATLAS
CHANDRA and the putative class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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.

On October 14, 2025, I served the foregoing: **SECOND AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Maria Z. Stearns (State Bar No. 230649)
mstearns@rutan.com
Peter Hering (State Bar No. 298427)
phering@rutan.com
Adrianna A. Rubino (State Bar No. 300951)
arubino@rutan.com
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor Irvine, CA 92612
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Facsimile: 714-546-9035

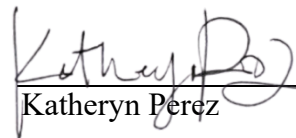
☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary 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.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

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

Executed on October 14, 2025, at Glendale, California.


Kathryn Perez