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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CAITLIN ROBERTSON, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

HOT TOPIC, INC., a California
corporation; HOT TOPIC TENNESSEE,
INC., a California corporation; HOT
TOPIC MERCHANDISING, INC., a
California corporation; HOT TOPIC
ADMINISTRATION, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
10/10/2025

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

Case No.: 25CV133471

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Caitlin Robertson, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on August 4, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
14 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
23 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
24 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
25 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
26 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
27 be established when Plaintiff’s share of the civil penalties attributable to violations personally
28 suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004”, authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Caitlin Robertson is a resident of Livermore, in Alameda County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately December 2023 to May 2025. Plaintiff worked for Defendants as an Assistant Manager at their retail store location in Pleasanton, California. During her employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, opening and closing the store, training and hiring staff, handling promotion changes, overseeing daily operations, and keeping record of inventory.

7. HOT TOPIC, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. HOT TOPIC TENNESSEE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. HOT TOPIC MERCHANDISING, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. HOT TOPIC ADMINISTRATION, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
3 complaint and serve such fictitiously named Defendants once their names and capacities
4 become known.

5 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of HOT TOPIC, INC.; HOT TOPIC
7 TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and HOT TOPIC
8 ADMINISTRATION, INC. at all relevant times.

9 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to HOT TOPIC, INC.;
11 HOT TOPIC TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; HOT TOPIC
12 ADMINISTRATION, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “HOT
13 TOPIC”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
14 concert with, each of the other co-Defendants and was acting within the course and scope of
15 such agency, employment, joint venture, or concerted activity with legal authority to act on the
16 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
17 official policy of Defendants.

18 14. At all relevant times, Defendants, and each of them, ratified each and every act
19 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all the other Defendants in proximately causing
21 the damages herein alleged.

22 15. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 16. Under California law, Defendants are jointly and severally liable as employers
26 for the violations alleged herein because they have each exercised sufficient control over the
27 wages, hours, working conditions, and employment status of Plaintiff and other non-party
28 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-

1 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
2 of employment, determined their rate of pay, and maintained their employment records.
3 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
4 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
5 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
6 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
7 available to Plaintiff and other non-party Aggrieved Employees under the law.

8 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
9 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
10 non-party Aggrieved Employees because Defendants have:

- 11 (a) jointly exercised meaningful control over the work performed by Plaintiff
12 and other non-party Aggrieved Employees;
- 13 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
14 Aggrieved Employees’ wages, hours, and working conditions, including
15 the quantity, quality standards, speed, scheduling, and operative details
16 of the tasks performed by Plaintiff and other non-party Aggrieved
17 Employees;
- 18 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
19 perform work which is an integral part of Defendants’ businesses; and
- 20 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
21 Employees as a matter of economic reality in that Plaintiff and other non-
22 party Aggrieved Employees were dependent on Defendants, who shared
23 the power to set the wages of Plaintiff and other non-party Aggrieved
24 Employees and determined their working conditions, and who jointly
25 reaped the benefits from the underpayment of their wages and
26 noncompliance with other statutory provisions governing their
27 employment.

28 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times

1 there has existed a unity of interest and ownership between Defendants such that any
2 individuality and separateness between the entities has ceased.

3 19. HOT TOPIC, INC.; HOT TOPIC TENNESSEE, INC.; HOT TOPIC
4 MERCHANDISING, INC.; HOT TOPIC ADMINISTRATION, INC.; and DOES 1 through 10
5 are therefore alter egos of each other.

6 20. Adherence to the fiction of the separate existence of Defendants would permit an
7 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
8 liability for the wrongful acts committed by them under the name “HOT TOPIC.”

9 21. Plaintiff further alleges, upon information and belief, that Defendants HOT
10 TOPIC, INC.; HOT TOPIC TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and
11 HOT TOPIC ADMINISTRATION, INC. are alter egos of each other for the following reasons:

12 (a) On the California Secretary of State’s website
13 (<https://bizfileonline.sos.ca.gov/>), HOT TOPIC, INC.; HOT TOPIC
14 TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and HOT
15 TOPIC ADMINISTRATION, INC. share the same principal address and
16 mailing address of “18305 E SAN JOSE AVE, CITY OF INDUSTRY,
17 CA 91748”;

18 (b) On the California Secretary of State’s website, HOT TOPIC, INC.; HOT
19 TOPIC TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.;
20 and HOT TOPIC ADMINISTRATION, INC. share the same agent for
21 service of process, “CSC - LAWYERS INCORPORATING SERVICE”;

22 (c) According to their most recent “Statement of Information” forms filed
23 with the California Secretary of State, HOT TOPIC, INC.; HOT TOPIC
24 TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and HOT
25 TOPIC ADMINISTRATION, INC. share the same officers, directors,
26 and/or members including, but not limited to, Steve Vranes and Ash
27 Walia; and

28 (d) On information and belief, HOT TOPIC, INC.; HOT TOPIC

TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and HOT TOPIC ADMINISTRATION, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

22. Defendants are an American fast-fashion company specializing in counterculture-related clothing and accessories, as well as licensed music. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in City of Industry, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

23. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

24. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in City of Industry, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

25. Defendants continue to employ non-exempt or hourly paid employees in

1 California.

2 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
4 advisors knowledgeable about California labor and wage law, employment and personnel
5 practices, and about the requirements of California law.

6 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
7 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
8 were not recorded.

9 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive certain wages for overtime compensation and that they were not receiving certain wages
12 for overtime compensation.

13 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to be
15 paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and
16 rest period premiums, that included as eligible income all remuneration required by law,
17 including but not limited to, all income derived from incentive pay, nondiscretionary bonuses,
18 and/or other forms of compensation, but failed to include all forms of remuneration in
19 calculating the regular rate of pay for Plaintiff and other non-party Aggrieved Employees.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive at least minimum wages for compensation and that they were not receiving at least
23 minimum wages for work that was required to be done off-the-clock. In violation of the
24 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
25 least minimum wages for work done off-the-clock.

26 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or

1 payment of one (1) additional hour of pay at their regular rates of pay when they were not
2 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
3 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
4 additional hour of pay at their regular rates of pay when they did not receive a timely,
5 uninterrupted, thirty (30) minute meal period.

6 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
8 periods in accordance with the California Labor Code and applicable IWC Wage Order or
9 payment of one (1) additional hour of pay at their regular rates of pay when they were not
10 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
11 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
12 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
13 were not authorized and permitted to take a compliant rest period.

14 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive complete and accurate wage statements in accordance with California law. In violation
17 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
18 provided complete and accurate wage statements.

19 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that they had a duty to maintain accurate and complete payroll records in
21 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
22 knowingly, and intentionally failed to do so.

23 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 timely payment of all wages earned upon termination of employment. In violation of the
26 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
27 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
28 and/or meal and rest period premiums, within permissible time periods.

1 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 timely payment of wages during their employment. In violation of the California Labor Code,
4 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
5 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
6 premiums, within permissible time periods.

7 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 suitable seating and/or were entitled to sit when it did not interfere with the performance of their
10 duties and also have seats nearby to use during a lull in tasks that do require moving about or
11 standing. In violation of the California Labor Code and applicable IWC Wage Order,
12 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees suitable
13 seating.

14 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive full reimbursement for all business-related expenses and costs they incurred during the
17 course and scope of their employment and that they did not receive full reimbursement of
18 applicable business-related expenses and costs incurred.

19 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
21 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
22 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
23 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
24 were properly denied wages, all in order to increase Defendants' profits.

25 40. At all times herein set forth, PAGA provides that any provision of law under the
26 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
27 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
28 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by

1 aggrieved employees in a civil action brought on behalf of themselves and other current or
2 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

3 41. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
4 person who was employed by the alleged violator and against whom one or more of the alleged
5 violations was committed.”

6 42. Plaintiff and other current and former employees of Defendants are “aggrieved
7 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
8 or former employees and one or more of the alleged violations were committed against them.

9 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
11 requirements have been met:

12 (a) The aggrieved employee or representative shall give written notice by
13 online filing with the LWDA and by certified mail to the employer of the
14 specific provisions of the California Labor Code alleged to have been
15 violated, including the facts and theories to support the alleged violation.

16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(a) and any employer response to that notice shall be accompanied
18 by a filing fee of seventy-five dollars (\$75).

19 (c) The LWDA shall notify the employer and the aggrieved employee or
20 representative by certified mail that it does not intend to investigate the
21 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
22 postmark date of the aggrieved employee’s notice. Upon receipt of the
23 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
24 calendar days of the postmark date of the aggrieved employee’s notice,
25 the aggrieved employee may commence a civil action pursuant to
26 California Labor Code section 2699 to recover civil penalties.

27 44. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
28 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision

1 other than those listed in Section 2699.5 after the following requirements have been met:

- 2 (a) The aggrieved employee or representative shall give written notice by
3 online filing with the LWDA and by certified mail to the employer of the
4 specific provisions of the California Labor Code alleged to have been
5 violated (other than those listed in Section 2699.5), including the facts
6 and theories to support the alleged violation.
- 7 (b) An aggrieved employee's notice filed with the LWDA pursuant to
8 2699.3(c) and any employer response to that notice shall be accompanied
9 by a filing fee of seventy-five dollars (\$75).
- 10 (c) The employer may cure the alleged violation within thirty-three (33)
11 calendar days of the postmark date of the notice sent by the aggrieved
12 employee or representative. The employer shall give written notice
13 within that period of time by certified mail to the aggrieved employee or
14 representative and by online filing with the LWDA if the alleged violation
15 is cured, including a description of actions taken, and no civil action
16 pursuant to Section 2699 may commence. If the alleged violation is not
17 cured within the 33-day period, the aggrieved employee may commence
18 a civil action pursuant to Section 2699.

19 45. On August 4, 2025, Plaintiff provided written notice by online filing to the
20 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
21 Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
23 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
24 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
25 PAGA Case Number LWDA-CM-1116580-25. A true and correct copy of Plaintiff's written
26 notice to the LWDA and Defendants dated August 4, 2025, is attached hereto as "Exhibit 1."

27 46. As of the filing date of this amended complaint, over 65 days have passed since
28 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that

1 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

2 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
3 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
4 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
5 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

6 48. Labor Code section 558(a) provides "[a]ny employer or other person acting on
7 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
8 provision regulating hours and days of work in any order of the Industrial Welfare Commission
9 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
10 each underpaid employee for each pay period for which the employee was underpaid (2)
11 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
12 each pay period for which the employee was underpaid" Labor Code section 558(c)
13 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
14 criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney
15 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
16 herself, all other non-party Aggrieved Employees, and the State of California against
17 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
18 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
19 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
20 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

21 49. Defendants, at all times relevant to this complaint, were employers or persons
22 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
23 Employees' rights by violating various sections of the California Labor Code as set forth above.

24 50. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 51. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
28 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a

1 private attorney general, seeks assessment and collection of civil penalties for herself, all other
2 aggrieved employees, and the State of California against Defendants for violations of California
3 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
4 1197, 1198, and 2802.

5 **FIRST CAUSE OF ACTION**

6 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 53. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
11 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
12 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
13 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
14 penalties for violations of those Labor Code sections not found in section 2699.5, including
15 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

16 54. Defendants' conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
19 Wage Order for Defendants' failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime pay, as set
21 forth below;
- 22 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable
23 IWC Wage Order for Defendants' failure to include all forms of
24 remuneration in the regular rate of pay as required by law for purposes of
25 paying overtime wages and/or meal and rest period premiums to Plaintiff
26 and other non-party Aggrieved Employees, as set forth below;
- 27 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
28 applicable IWC Wage Order for Defendants' failure to compensate

1 Plaintiff and other non-party Aggrieved Employees with at least
2 minimum wages for all hours worked, as set forth below;

3 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other non-party Aggrieved Employees with meal periods, as set forth
6 below;

7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
8 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
9 and other non-party Aggrieved Employees to take rest periods, as set forth
10 below;

11 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other non-party Aggrieved Employees, as set
14 forth below;

15 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as set forth
17 below;

18 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
19 wages upon termination, as set forth below;

20 (i) Violation of Labor Code section 204 for failure to pay all earned wages
21 during employment, as set forth below;

22 (j) Violation of Labor Code section 1198 for failing to provide suitable
23 seating to Plaintiff and other non-party Aggrieved Employees, as set forth
24 below; and

25 (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
26 and other non-party Aggrieved Employees for all business expenses
27 necessarily incurred, as set forth below.

28 ///

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 55. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 56. California Labor Code section 1198 and the applicable IWC Wage Order provide
9 that it is unlawful to employ persons without compensating them at a rate of pay either time-
10 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
11 worked by the person on a daily or weekly basis.

12 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek.

17 58. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 59. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
25 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
27 the seventh (7th) day of work.

28 60. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 61. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
8 party Aggrieved Employees from recording hours worked that were outside of their scheduled
9 shifts in order to limit the amount of overtime employees could accrue. On information and
10 belief, this limitation on overtime accrual was based on a company-wide policy of staffing
11 locations strictly based on the labor hours or labor budget set by corporate. This policy of
12 limiting overtime, coupled with Defendants' policies and/or practices of understaffing and/or
13 single-staffing and assignment of heavy workloads (*see infra*), led Plaintiff and other non-party
14 Aggrieved Employees to work off-the-clock outside of their scheduled shift times. For example,
15 at least two (2) times per month, before Plaintiff clocked in for her shifts, she worked off-the-
16 clock preparing weekly reports and preparing training shifts for staff. As another example,
17 Plaintiff regularly received phone calls and text messages from Defendants' management on
18 her days off pertaining to expectations for the following shift and other work-related matters.
19 Plaintiff estimates she spent 1-2 hours per week responding to these phone calls and text
20 messages.

21 62. Additionally, Defendants had, and continue to have, a company-wide security
22 policy where only managerial employees were issued keys to lock and unlock the stores. After
23 clocking out at the end of their closing shifts, Plaintiff and other non-party Aggrieved
24 Employees were required to wait for other employees to complete their tasks before they could
25 leave Defendants' premises together. For example, Plaintiff sometimes had to wait up to 10
26 minutes after clocking out for other employees to complete their closing duties before they could
27 all leave for the day. Thus, Defendants failed to track this time spent working outside of their
28 scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received no

1 compensation for this time.

2 63. Second, as stated, upon information and belief, Defendants had, and continue to
3 have, a company-wide policy and/or practice of strictly staffing their store locations based on
4 the labor hours allocated by each location's labor or payroll budget set by the corporate office.
5 On information and belief, Defendants' uniform use of labor budgeting and understaffing,
6 including adopting a single-staffing model for some of their positions, such as store managers,
7 while assigning heavy workloads, including pressuring employees to meet the store's overall
8 sales goal, resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees
9 with adequate meal period coverage, because there were too few employees on duty to handle
10 the workload. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and
11 other non-party Aggrieved Employees with adequate meal period coverage, and thus, Plaintiff
12 and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute
13 meal periods during shifts when they were entitled to receive a meal period. Defendants also
14 had a practice of failing to adhere to a schedule for meal periods which, in conjunction with the
15 assignment of heavy workloads, further caused Plaintiff and other non-party Aggrieved
16 Employees to not be relieved of their duties for compliant meal periods. For example, due to
17 lack of coverage and heavy workload, Defendants' management and other employees
18 interrupted Plaintiff's meal periods to ask questions or discuss work-related matters. Thus,
19 Plaintiff and other non-party Aggrieved Employees were not always afforded compliant,
20 uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive
21 meal periods.

22 64. Third, in conjunction with understaffing their stores, Defendants had a
23 requirement that a managerial employee be present on the sales floor at all times and prohibited
24 managers from leaving the premises unless another managerial employee was also on duty,
25 resulting in a lack of meal period coverage for managerial employees. At the same time, the
26 labor budgets Defendants implemented did not always allow for more than one manager to be
27 on the schedule at all times. As a result, Plaintiff and other non-party Aggrieved Employees
28 were sometimes the only managers on duty, and were expected to supervise the store at all

1 times. Because managerial employees were effectively prohibited from leaving Defendants'
2 premises for meal periods without coverage, and because there were too few employees and
3 other managers on duty to handle the workload and attend to customers and other employees,
4 Plaintiff and other non-party Aggrieved Employees were denied uninterrupted 30-minute meal
5 periods, and were required to work through and/or to return early from meal periods. Thus,
6 Defendants effectively maintained control over Plaintiff and managerial employees during
7 unpaid meal periods.

8 65. Fourth, during the relevant time period, on information and belief, because
9 Defendants frowned upon employees accruing meal period premiums, Defendants'
10 management pressured Plaintiff and other non-party Aggrieved Employees to record compliant
11 meal periods, even when they did not receive a compliant meal period. Thus, Defendants did
12 not record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
13 Employees performed work during meal periods for which they were not paid.

14 66. Defendants knew or should have known that as a result of these company-wide
15 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
16 their assigned duties off-the-clock before and after their shifts and during meal periods, and
17 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
18 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or
19 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
20 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
21 wages for all of the overtime hours they actually worked.

22 67. Moreover, Defendants did not pay Plaintiff and other non-party Aggrieved
23 Employees the correct overtime rate for the recorded overtime hours that they generated. In
24 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees
25 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
26 violation of the California Labor Code, Defendants failed to incorporate all compensation,
27 including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the
28 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

1 Therefore, during times when Plaintiff and other non-party Aggrieved Employees worked
2 overtime and received these other forms of pay, Defendants failed to pay all overtime wages by
3 paying a lower overtime rate than required.

4 68. For example, Defendants paid Plaintiff and other non-party Aggrieved
5 Employees incentive pay and/or nondiscretionary bonuses which were listed on Plaintiff's and
6 other non-party Aggrieved Employees' wage statements as "BONUS SUPP PAY." During pay
7 periods that Plaintiff and other non-party Aggrieved Employees were paid overtime wages,
8 Defendants did not incorporate the incentive pay and/or nondiscretionary bonuses into
9 Plaintiff's and other non-party Aggrieved Employees' regular rate of pay and, as a result, paid
10 them at incorrect and lower rates of pay for overtime hours worked. Specifically, Defendants
11 paid Plaintiff and other non-party Aggrieved Employees 1.5 times their hourly rate of pay
12 instead of 1.5 times their regular rate of pay. Defendants' failure to properly calculate the
13 overtime rates of pay based on all remuneration paid has resulted in an underpayment of
14 overtime wages to Plaintiff and other non-party Aggrieved Employees on a company-wide
15 basis.

16 69. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 the balance of overtime compensation as required by California law, violates the provisions of
18 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
20 and/or 2699(a), (f), and (k).

21 **FAILURE TO PAY MINIMUM WAGES**

22 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

23 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
24 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
25 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
26 Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which
27 an employee is subject to the control of an employer, and includes all the time the employee is
28 suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8,

1 § 11070(2)(H) (defining “Hours Worked”).

2 71. First, as set forth above, as a result of Defendants’ policies and/or practices of
3 limiting the amount of overtime employees could accrue, understaffing and/or single-staffing,
4 and assigning heavy workloads, including pressure to meet store sales goals, Defendants
5 required Plaintiff and other non-party Aggrieved Employees to perform work-related tasks
6 while off-the-clock outside of their shifts, including preparing weekly reports, preparing
7 training shifts for staff, responding to phone calls and text messages, and waiting for other
8 employees to complete their duties before locking the store and leaving for the day. Defendants
9 failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-
10 the-clock, and Plaintiff and other non-party Aggrieved Employees received no compensation
11 for this time.

12 72. Second, as also stated, due to Defendants’ policies and/or practices of utilizing
13 labor budgets, understaffing (including adopting a single-staffing model for certain positions),
14 assigning heavy workloads, failing to adhere to a schedule for meal periods, and/or requiring
15 managerial employees to stay on store premises during meal periods, Plaintiff and other non-
16 party Aggrieved Employees were prevented from taking all uninterrupted meal periods to which
17 they were entitled and were required to work off-the-clock during meal periods, have their meal
18 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

19 73. Third, as stated above, because Defendants frowned upon employees accruing
20 meal period premiums, Defendants’ management pressured employees to record compliant
21 meal periods regardless of whether they had received a compliant meal period or not. Thus,
22 Defendants did not record all hours worked during meal periods, and Plaintiff and other non-
23 party Aggrieved Employees performed work during meal periods for which they were not paid.

24 74. Defendants did not pay minimum wages for all hours worked by Plaintiff and
25 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
26 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
27 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
28 1197, and 1198.

75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

76. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

77. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

79. First, during the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and/or single-staffing their locations while utilizing labor budgets, which, combined with the assignment of heavy workloads, including pressuring employees to meet store sales goals, resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated,

1 Defendants had a company-wide practice and/or policy of failing to adhere to a schedule for
2 meal periods, which further caused Plaintiff and other non-party Aggrieved Employees to not
3 be relieved of their duties for compliant meal periods. In conjunction with understaffing their
4 stores, as stated, Defendants had a requirement that a managerial employee be present on the
5 sales floor at all times, but Defendants' labor budgets did not always allow for more than one
6 managerial employee to be on the schedule at all times. As a result, Plaintiff and other non-
7 party Aggrieved Employees were sometimes the only managers on duty, and would have their
8 meal periods interrupted or would work through them in order to assist their coworkers and
9 customers.

10 80. As a result, Plaintiff and other non-party Aggrieved Employees had to work
11 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
12 extended periods of time before taking meal periods. For example, as stated, Defendants'
13 management and other employees frequently interrupted Plaintiff's meal periods to ask
14 questions and discuss work-related matters as she was sometimes the only manager on duty.
15 Additionally, Plaintiff took her meal periods late, after the fifth hour of work, due to the lack of
16 coverage and failure to adhere to a schedule for meal periods.

17 81. Second, as also stated, because Defendants frowned upon employees accruing
18 meal period premiums, Defendants' managers pressured Plaintiff and other non-party
19 Aggrieved Employees to record compliant meal periods, regardless of whether they had
20 received a compliant meal period or not. For example, Plaintiff's manager told her to clock out
21 before the fifth hour and record her meal period even if she could not take her meal period.
22 Thus, Defendants systematically failed to accurately record meal periods.

23 82. Third, Defendants did not provide Plaintiff and other non-party Aggrieved
24 Employees with second 30-minute meal periods on days that they worked in excess of 10 hours
25 in one day. During her employment, Plaintiff sometimes worked shifts in excess of ten (10) or
26 more hours per day but was not always provided a second 30-minute meal period. Plaintiff and
27 other non-party Aggrieved Employees did not sign valid meal period waivers on days that they
28 were entitled to meal periods and were not relieved of all duties.

1 83. At all times herein mentioned, Defendants knew or should have known that, as a
2 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
3 being relieved of all duties and required to perform some of their assigned duties during meal
4 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
5 and other non-party Aggrieved Employees meal period premiums when meal periods were
6 missed, shortened, interrupted, and/or late.

7 84. Moreover, Defendants engaged in a company-wide practice and/or policy of not
8 paying all meal period premiums owed when compliant meal periods are not provided. Because
9 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
10 received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the
11 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees premium
12 pay for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and other
13 non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants
14 systematically failed to include all forms of compensation, such as incentive pay,
15 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a
16 result, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
17 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
18 and failed to pay the full meal period premiums due.

19 85. Defendants' conduct violates the applicable IWC Wage Order, and California
20 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
21 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
22 and/or 2699(a), (f), and (k).

23 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

24 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

25 86. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
27 non-party Aggrieved Employees' employment by Defendants.

28 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 88. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest periods
9 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
10 must “relinquish any control over how employees spend their break time, and relieve their
11 employees of all duties—including the obligation that an employee remain on call. A rest
12 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
13 257, 273 (2016).

14 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
16 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
17 required rest period was not authorized and permitted.

18 90. During the relevant time period, Defendants regularly failed to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
20 per each four (4) hour period worked or major fraction thereof. As with meal periods,
21 Defendants’ company-wide practices, including labor budgeting and/or limited payroll
22 allocation, understaffing/single-staffing, and assigning heavy workloads, prevented Plaintiff
23 and other non-party Aggrieved Employees from being relieved of all duties to take rest periods.
24 Additionally, Defendants failed to adhere to a schedule for rest periods, which, coupled with
25 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and other
26 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

27 91. Furthermore, upon information and belief, during the relevant time period,
28 Defendants maintained a company-wide on-premises rest period policy, which effectively

1 required that Plaintiff and/or other non-party Aggrieved Employees remain on the work
2 premises during their rest periods. Because Plaintiff and/or other non-party Aggrieved
3 Employees were restricted from leaving the premises during rest periods, they were denied the
4 ability to use their rest periods freely for their own purposes, such as running personal errands.
5 Thus, Defendants effectively maintained control over Plaintiff and/or other non-party
6 Aggrieved Employees during rest periods.

7 92. As a result of Defendants' practices and policies, Plaintiff and other non-party
8 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
9 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
10 entitled. For example, Plaintiff regularly missed her rest periods due to the lack of rest period
11 coverage, heavy workload, and Defendants' failure to adhere to a schedule for rest periods for
12 employees.

13 93. Defendants have also engaged in a company-wide practice and/or policy of not
14 paying rest period premiums owed when compliant rest periods are not authorized and
15 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
16 Employees have not received premium pay for all missed rest periods. Alternatively, to the
17 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
18 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
19 other non-party Aggrieved Employees at the correct rate of pay for premium wages because
20 Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary
21 bonuses, and/or other forms of compensation, in the regular rate of pay. As a result, Defendants
22 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
23 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
24 IWC Wage Order.

25 94. Defendants' conduct violates the applicable IWC Wage Order and California
26 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
27 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
28 2699(a), (f), and (k).

1 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

2 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

3 95. At all relevant times herein set forth, California Labor Code section 226(a)
4 provides that every employer shall furnish each of his or her employees an accurate and
5 complete itemized wage statement in writing, including, but not limited to, the name and address
6 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
7 and all applicable rates of pay.

8 96. At all relevant times, Defendants have knowingly and intentionally provided
9 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
10 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
11 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
12 worked; net wages earned; and all applicable hourly rates in effect during the pay period,
13 including rates of pay for overtime wages and/or meal and rest period premiums, and the
14 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
15 sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

16 97. Because Defendants did not record the time Plaintiff and other non-party
17 Aggrieved Employees spent working off the clock and deducted time from their records for
18 meal periods that were interrupted and/or missed (and therefore time for which they should have
19 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
20 Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and
21 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
22 worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2),
23 and failed to list the applicable hourly rates of pay in effect during the pay period and the
24 corresponding accurate number of hours worked at each hourly rate, in violation of section
25 226(a)(9).

26 98. Moreover, because Defendants did not calculate Plaintiff's and other non-party
27 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages
28 and/or meal and rest period premiums, Defendants did not list the correct amount of gross wages

1 in compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
2 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
3 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
4 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

5 99. The wage statement deficiencies also include, among other things, failing to list
6 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
7 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
8 which aggrieved employees were paid; failing to list the name of the employee and only the last
9 four digits of his or her social security number or an employee identification number other than
10 a social security number; failing to list the name and address of the legal entity that is the
11 employer; and/or failing to state all hours worked as a result of not recording or stating hours
12 worked off-the-clock.

13 100. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
18 applicable piece rate paid to, employees employed at the respective plants or
19 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
21 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
22 result of failing to record the off-the-clock hours that they worked.

23 101. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
25 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
26 of any employees for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
28 are required to keep accurate time records showing when the employee begins and ends each

1 work period and meal period. During the relevant time period, Defendants engaged in company-
2 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
3 keep accurate records of work period and meal period start and end times for Plaintiff and other
4 non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of
5 Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with second
6 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
7 and end times for second meal periods.

8 102. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
9 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
10 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

11 **FAILURE TO PAY WAGES UPON TERMINATION**

12 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

13 103. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
14 that if an employer discharges an employee, the wages earned and unpaid at the time of
15 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
16 her employment, his or her wages shall become due and payable not later than seventy-two (72)
17 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
18 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
19 quitting.

20 104. On information and belief, Defendants have a company-wide practice and/or
21 policy of paying departing employees their final wages late, instead of adhering to the time
22 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
23 terminated Plaintiff on or about May 13, 2025; however, on information and belief, Defendants
24 did not provide Plaintiff with her final wages until the following day and with her vested
25 vacation wages until a week later. Thus, Defendants failed to pay Plaintiff her final wages
26 immediately, in violation of California Labor Code section 201.

27 105. Additionally, during the relevant time period, Defendants willfully failed to pay
28 Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants

1 all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or
2 meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours
3 of their leaving Defendants' employ.

4 106. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
5 who are no longer employed by Defendants their wages earned and unpaid at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
7 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
8 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
9 (k).

10 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 204**

12 107. At all times relevant herein set forth, Labor Code section 204 provides that all
13 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
14 days, inclusive, of any calendar month, other than those wages due upon termination of an
15 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
16 the month during which the labor was performed. Labor Code section 204 further provides that
17 all wages earned by any person in any employment between the sixteenth (16th) and the last
18 day, inclusive, of any calendar month, other than those wages due upon termination of an
19 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
20 month.

21 108. At all times relevant herein, Labor Code section 204 provides that all wages
22 earned for labor in excess of the normal work period shall be paid no later than the payday for
23 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
24 204 provides that the requirements of this section are deemed satisfied by the payment of wages
25 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
26 calendar days following the close of the payroll period.

27 109. During the relevant time period, Defendants willfully failed to pay Plaintiff and
28 other non-party Aggrieved Employees all wages due including, but not limited to, overtime

1 wages, minimum wages, and/or meal and rest period premiums, within the time periods
2 specified by California Labor Code section 204.

3 110. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
4 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210
6 and/or 2699(a), (f), and (k).

7 **FAILURE TO PROVIDE SUITABLE SEATING**
8 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
9 **REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

10 111. At all relevant times herein, California Labor Code section 1198 makes it illegal
11 to employ an employee under conditions of labor that are prohibited by the applicable wage
12 order. California Labor Code section 1198 requires that "... the standard conditions of labor
13 fixed by the commission shall be the ... standard conditions of labor for employees. The
14 employment of any employee ... under conditions of labor prohibited by the order is unlawful."

15 112. California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll
16 working employees shall be provided with suitable seats when the nature of the work reasonably
17 permits the use of seats."

18 113. Defendants' California retail stores are generally similar in their layout and
19 design and there was, and continues to be, space at the cashwraps to allow for the presence and
20 use of a seat or stool by Plaintiff and other non-party Aggrieved Employees during the
21 performance of their work duties at these cashwraps. However, on information and belief,
22 Defendants have designed their cashwraps to require Plaintiff and other non-party Aggrieved
23 Employees to stand while performing their cashwrap work duties. Defendants could have
24 designed their cashwraps in a manner that would allow Plaintiff and other non-party Aggrieved
25 Employees to perform cashwrap duties while seated could have placed suitable seats or stools
26 at or near each cashwrap for use by Plaintiff and other non-party Aggrieved Employees. Instead,
27 on information and belief, designed their cashwraps to require Plaintiff and other non-party
28 Aggrieved Employees to stand at the work area(s) and did not provide suitable seats or stools

1 they could use while working at the cashwrap. In addition, Defendants prohibited Plaintiff and
2 other non-party Aggrieved Employees from sitting while working, and Defendants'
3 management did not inform Plaintiff and other non-party Aggrieved Employees that they could
4 utilize seats while performing their duties.

5 114. During her employment, Plaintiff performed cashiering duties at the cashwrap
6 and spent a significant portion of her day behind the cashwrap. Other non-party Aggrieved
7 Employees similarly spent a portion of their day at cashwraps performing cash register duties.
8 The nature of the work of an employee performing cashier and/or customer service duties can
9 reasonably be accomplished from a seated position. Plaintiff and other non-party Aggrieved
10 Employees could have provided customer service, handled cash register transactions, and
11 performed other similar tasks at cashwraps at any of Defendants' retail stores while seated
12 without affecting the quality and effectiveness of the performance of their job duties. However,
13 as stated, Defendants, on a company-wide basis, designed the cashwraps to require employees
14 to stand while performing their cashier duties and did not provide suitable seats at cashwraps,
15 forcing Plaintiff and other non-party Aggrieved Employees to stand throughout their work
16 shifts.

17 115. Defendants violated California Labor Code section 1198 and California Code of
18 Regulations, Title 8, section 11070(14)(A) because Plaintiff and other non-party Aggrieved
19 Employees were not allowed to sit, even when the nature of the work would reasonably permit
20 the use of seats, nor were they provided with suitable seats. Defendants' management did not
21 inform Plaintiff and other non-party Aggrieved Employees that they were allowed to sit down,
22 provide any means for them to sit down, or mention any policy regarding sitting.

23 116. As a result of Defendants' company-wide policy and/or practice prohibiting
24 employees from sitting during their shifts and failure to provide suitable seating to these
25 employees, as well as designing their cashwraps to require standing, Plaintiff and other non-
26 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
27 failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violates
28 California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

117. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(B)

118. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

119. California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

120. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in their work duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

121. Defendants did not place an adequate number of suitable seats or stools within reasonable proximity to the work areas of employees who perform duties whose nature requires standing, and therefore have not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with a suitable seat or stool within reasonable proximity of their work areas but instead deny employees seats and force them to stand throughout the day. Moreover, Defendants did not inform Plaintiff and other non-party

1 Aggrieved Employees of their right to a seat or stool under California law.

2 122. For example, during her employment, Plaintiff experienced lulls in her work at
3 various times during a typical shift, especially when the store was not busy during weekday
4 evenings. During these lulls, when Plaintiff was not actively performing tasks (which, on
5 information and belief, Defendants would claim that the nature of the work requires standing),
6 Plaintiff could have taken a moment to sit and rest her legs, backs, and feet if seating was
7 provided. Other non-party Aggrieved Employees similarly were not permitted to sit during
8 these lulls in operation and were forced to stand throughout the day.

9 123. As a result of Defendants' company-wide failure to provide seats in reasonable
10 proximity to employees' work areas and failure to permit them to use those seats when not
11 actively engaged in what Defendants claim are standing duties, Plaintiff and other non-party
12 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants' failure
13 to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and
14 continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-2001,
15 subdivision 14(B).

16 124. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
17 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

18 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 **VIOLATION OF LABOR CODE SECTION 2802**

20 125. At all times herein set forth, California Labor Code section 2802 provides that
21 an employer must reimburse employees for all necessary expenditures and losses incurred by
22 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
23 to prevent employers from passing off their cost of doing business and operating expenses on
24 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
25 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools
26 or equipment are required by the employer or are necessary to the performance of a job, such
27 tools and equipment shall be provided and maintained by the employer, except that an employee
28 whose wages are at least two (2) times the minimum wage provided herein may be required to

1 provide and maintain hand tools and equipment customarily required by the trade or craft.”

2 126. First, during the relevant time period, Plaintiff and other non-party Aggrieved
3 Employees were required to use their personal mobile devices, including, but not limited to,
4 cellular phones, and/or mobile data to carry out their job duties, but Defendants failed to fully
5 reimburse them for the costs of their work-related mobile device expenses. For example,
6 Plaintiff was required to use her personal cellular phone to respond to calls and text messages
7 from her manager or coworkers to discuss work-related matters. Further, Plaintiff was required
8 to take photos and videos on her personal phone and download and use a social media mobile
9 application, “Instagram,” to post on her store’s Instagram page. Although Defendants required
10 Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices
11 and/or mobile data to carry out their work-related responsibilities, Defendants failed to fully
12 reimburse them for these costs.

13 127. Second, during the relevant time period, Defendants, on a company-wide basis,
14 required that Plaintiff and other non-party Aggrieved Employees use their own personal
15 vehicles to carry out company business, but failed to reimburse them for their costs of travel,
16 including mileage. For example, twice per month, Plaintiff was required to use her personal
17 vehicle and drive a couple of miles roundtrip to a nearby bank to make deposits. As a further
18 example, on one (1) occasion Plaintiff drove approximately 60 miles roundtrip to Defendants’
19 other store location to drop off inventory. Although Defendants required Plaintiff and other
20 non-party Aggrieved Employees to utilize their personal vehicles to carry out their work-related
21 responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

22 128. Defendants could have provided Plaintiff and other non-party Aggrieved
23 Employees with the actual equipment for use on the job, such as company mobile devices and
24 company vehicles; or, Defendants could have reimbursed employees for the costs of their
25 mobile device usage, mileage, and travel expenses. Instead, Defendants passed these operating
26 costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff
27 did not earn at least two (2) times the minimum wage.

28 129. Defendants’ company-wide policy and/or practice of not reimbursing employees

1 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
2 party Aggrieved Employees violates California Labor Code section 2802.

3 130. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
9 judgment against Defendants, jointly and severally, as follows:

10 1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of
11 thirty-five thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief
12 to seek a different amount.

13 **As to the First Cause of Action**

14 2. That the Court declare, adjudge, and decree that Defendants violated the
15 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
16 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
17 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying
18 overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by
19 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
20 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
21 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
22 maintain accurate payroll records); 204 (by failing to timely pay all earned wages during
23 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198
24 and the applicable IWC Wage Order (by failing to provide suitable seating); and 2802 (by failing
25 to reimburse business expenses);

26 3. For civil penalties pursuant to the California Labor Code, including sections 210,
27 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections
28 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

1 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
2 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
3 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
4 and 2802;

5 5. For attorneys' fees and for costs pursuant to California Labor Code section
6 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
7 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
8 1197, 1198, and 2802; and

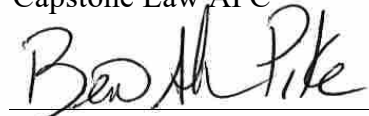
9 6. For pre-judgment interest and post-judgment interest as provided by law; and

10 7. For such other and further relief as the Court may deem equitable and
11 appropriate.

12
13 Dated: October 10, 2025

Respectfully submitted,

Capstone Law APC

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16 By: 

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Trisha K. Monesi
Shealene P. Mancuso
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20 Attorneys for Plaintiff Caitlin Robertson
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28

EXHIBIT “1”



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August 4, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Caitlin Robertson v. Hot Topic, Inc., et al.*

Dear PAGA Administrator:

This office represents Caitlin Robertson in connection with her claims under the California Labor Code. Ms. Robertson was an employee of HOT TOPIC, INC.; HOT TOPIC TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and/or HOT TOPIC ADMINISTRATION, INC. For the purpose of this letter, Ms. Robertson collectively refers to these entities as "HOT TOPIC."

The employers may be contacted directly at the addresses below:

HOT TOPIC, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

HOT TOPIC TENNESSEE, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

HOT TOPIC MERCHANDISING, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

HOT TOPIC ADMINISTRATION, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

Ms. Robertson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Robertson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by HOT TOPIC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

HOT TOPIC employed Ms. Robertson as an hourly paid, non-exempt employee from approximately December 2023 to May 2025. Ms. Robertson worked for HOT TOPIC as an Assistant Manager at its retail store location in Pleasanton, California. During her employment, Ms. Robertson typically worked eight (8) hours or more per day and five (5) days per week. Her job duties included, without

limitation, opening and closing the store, training and hiring staff, handling promotion changes, overseeing daily operations, and keeping record of inventory.

HOT TOPIC committed each of the following Labor Code violations against Ms. Robertson, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

HOT TOPIC’s Company-Wide and Uniform Payroll and HR Practices

HOT TOPIC, INC.; HOT TOPIC TENNESSEE, INC.; HOT TOPIC MERCHANDISING, INC.; and HOT TOPIC ADMINISTRATION, INC. are California corporations. Together, they are an American fast-fashion company specializing in counterculture-related clothing and accessories, as well as licensed music. Upon information and belief, HOT TOPIC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in City of Industry, California, for all non-exempt, hourly paid employees working for HOT TOPIC in California, including Ms. Robertson and other aggrieved employees. At all relevant times, HOT TOPIC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Robertson and other aggrieved employees, regardless of their location or position.

Upon information and belief, HOT TOPIC maintains a centralized Payroll department at its corporate headquarters in City of Industry, California, which processes payroll for all non-exempt, hourly paid employees working for HOT TOPIC in California, including Ms. Robertson and other aggrieved employees. Further, HOT TOPIC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Robertson and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, HOT TOPIC utilized the same methods and formulas when calculating wages due to Ms. Robertson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Ms. Robertson’s experience and counsel’s review of those records currently available relating to Ms. Robertson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Robertson reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

HOT TOPIC willfully failed to pay all overtime wages owed to Ms. Robertson and other aggrieved employees. During the relevant time period, Ms. Robertson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, HOT TOPIC had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Robertson and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with HOT TOPIC's policies and/or practices of understaffing and/or single-staffing and assignment of heavy workloads (*see infra*), led Ms. Robertson and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, at least two (2) times per month, before Ms. Robertson clocked in for her shifts, she worked off-the-clock preparing weekly reports and training shifts for staff. As another example, Ms. Robertson regularly received phone calls and text messages from HOT TOPIC's management on her days off pertaining to expectations for the following shift and other work-related matters. Ms. Robertson estimates spending 1-2 hours per week responding to these phone calls and text messages.

Additionally, HOT TOPIC had, and continues to have, a company-wide security policy where only managerial employees were issued keys to lock and unlock the stores. After clocking out at the end of their closing shifts, Ms. Robertson and other aggrieved employees were required to wait for other employees to complete their tasks before they could leave HOT TOPIC's premises together. For example, Ms. Robertson sometimes had to wait up to 10 minutes after clocking out for other employees to complete their closing duties before they could all leave for the day. Thus, HOT TOPIC failed to track this time spent working outside of their scheduled shifts, and Ms. Robertson and other aggrieved employees received no compensation for this time.

Second, as stated, upon information and belief, HOT TOPIC had, and continues to have, a company-wide policy and/or practice of strictly staffing its store locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. On information and belief, HOT TOPIC's uniform use of labor budgeting and understaffing, including adopting a single-staffing model for some of its positions, such as store managers, while assigning heavy workloads, including pressuring employees to meet the store's overall sales goal, resulted in a failure to provide Ms. Robertson and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. HOT TOPIC's policies and/or practices resulted in a failure to provide Ms. Robertson and other aggrieved employees with adequate meal period coverage, and thus, Ms. Robertson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. HOT TOPIC also had a practice of failing to adhere to a schedule for meal periods which, in conjunction with the assignment of heavy workloads, further caused Ms. Robertson and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, due to lack of coverage and heavy workload, HOT TOPIC's management and other employees interrupted Ms. Robertson's meal periods to ask questions or discuss work-related matters. Thus, Ms. Robertson and other aggrieved employees were not always afforded compliant, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

Third, in conjunction with understaffing its stores, HOT TOPIC had a requirement that a managerial employee be present on the sales floor at all times and prohibited managers from leaving the premises unless another managerial employee was also on duty, resulting in a lack of meal period coverage for managerial employees. At the same time, the labor budgets HOT TOPIC implemented did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Robertson and other aggrieved employees were sometimes the only managers on duty, and were expected to supervise the store at all times. Because managerial employees were effectively prohibited from leaving HOT TOPIC's premises for meal periods without coverage, and because there were too few employees and other managers on duty to handle the workload and attend to customers and other employees, Ms. Robertson and other aggrieved employees were denied uninterrupted 30-minute meal periods, and were required to work through and/or to return early from meal periods. Thus, HOT TOPIC effectively maintained control over Ms. Robertson and managerial employees during unpaid meal periods.

Fourth, during the relevant time period, on information and belief, because HOT TOPIC frowned upon employees accruing meal period premiums, HOT TOPIC's management pressured Ms. Robertson and other aggrieved employees to record compliant meal periods, even when they did not receive a compliant meal period. Thus, HOT TOPIC did not record all hours worked during meal periods, and Ms. Robertson and other aggrieved employees performed work during meal periods for which they were not paid.

HOT TOPIC knew or should have known that as a result of these company-wide practices and/or policies, Ms. Robertson and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Robertson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Robertson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, on information and belief, HOT TOPIC did not pay Ms. Robertson and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, HOT TOPIC paid Ms. Robertson and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HOT TOPIC failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Robertson and other aggrieved employees worked overtime and received these other forms of pay, HOT TOPIC failed to pay all overtime wages by paying a lower overtime rate than required.

For example, HOT TOPIC paid Ms. Robertson and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Robertson's and other aggrieved employees' wage statements as "BONUS SUPP PAY." During pay periods that Ms. Robertson and other aggrieved employees were paid overtime wages, HOT TOPIC did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Robertson's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, HOT TOPIC paid Ms. Robertson and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. HOT TOPIC's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Robertson and other aggrieved employees on a company-wide basis.

HOT TOPIC's failure to pay Ms. Robertson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11070(2)(H) (defining "Hours Worked").

First, as set forth above, as a result of HOT TOPIC's policies and/or practices of limiting the amount of overtime employees could accrue, understaffing and/or single-staffing, and assigning heavy workloads, including pressure to meet store sales goals, HOT TOPIC required Ms. Robertson and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, including preparing weekly reports, preparing training shifts for staff, responding to phone calls and text messages, and waiting for other employees to complete their duties before locking the store and leaving for the day. HOT TOPIC failed to track this time Ms. Robertson and other aggrieved employees spent working off-the-clock, and Ms. Robertson and other aggrieved employees received no compensation for this time.

Second, as also stated, due to HOT TOPIC's policies and/or practices of utilizing labor budgets, understaffing (including adopting a single-staffing model for certain positions), assigning heavy workloads, failing to adhere to a schedule for meal periods, and/or policy requiring managerial employees to stay on store premises during meal periods, Ms. Robertson and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Third, as stated above, because HOT TOPIC frowned upon employees accruing meal period premiums, HOT TOPIC's management pressured employees to record compliant meal periods regardless of whether they had received a compliant meal period or not. Thus, HOT TOPIC did not record all hours worked during meal periods, and Ms. Robertson and other aggrieved employees performed work during meal periods for which they were not paid.

HOT TOPIC did not pay at least minimum wages for all hours worked by Ms. Robertson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, HOT TOPIC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, HOT TOPIC regularly failed to pay at least minimum wages to Ms. Robertson and other aggrieved employees for all of the hours they worked in violation of California Labor Code

sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, HOT TOPIC had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its locations while utilizing labor budgets, which, combined with the assignment of heavy workloads, including pressuring employees to meet store sales goals, resulted in a lack of meal period coverage and prevented Ms. Robertson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, HOT TOPIC had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Robertson and other aggrieved employees to not be relieved of their duties for compliant meal periods. In conjunction with understaffing its stores, as stated, HOT TOPIC had a requirement that a managerial employee be present on the sales floor at all times, but HOT TOPIC's labor budgets did not always allow for more than one managerial employee to be on the schedule at all times. As a result, Ms. Robertson and other aggrieved employees were sometimes the only managers on duty, and would have their meal periods interrupted or would work through them in order to assist their coworkers and customers.

As a result, Ms. Robertson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, HOT TOPIC's management and other employees frequently interrupted Ms. Robertson's meal periods to ask questions and discuss work-related matters as she was sometimes the only manager on duty. Additionally, Ms. Robertson took her meal periods late, after the fifth hour of work, due to the lack of coverage and failure to adhere to a schedule for meal periods.

Second, as also stated, because HOT TOPIC frowned upon employees accruing meal period premiums, HOT TOPIC's managers pressured Ms. Robertson and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not. For example, Ms. Robertson's manager told her to clock out before the fifth hour and record her meal period even if she could not take her meal period. Thus, HOT TOPIC systematically failed to accurately record meal periods.

Third, HOT TOPIC did not provide Ms. Robertson and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During her employment, Ms. Robertson sometimes worked shifts in excess of ten (10) or more hours per day but was not always provided a second 30-minute meal period. Ms. Robertson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, HOT TOPIC knew or should have known that, as a result of these policies, Ms. Robertson and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. HOT TOPIC further knew or should have known that HOT TOPIC did not pay Ms. Robertson and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, HOT TOPIC engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Robertson and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that HOT TOPIC did pay Ms. Robertson and other aggrieved employees premium pay for missed, late, and interrupted meal periods, HOT TOPIC did not pay Ms. Robertson and other aggrieved employees at the correct rate of pay for meal period premiums because HOT TOPIC systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HOT TOPIC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, HOT TOPIC regularly failed to authorize and permit Ms. Robertson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, HOT TOPIC’s company-wide practices, including labor budgeting and/or limited payroll allocation, understaffing/single-staffing, and assigning heavy workloads, prevented Ms. Robertson and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, HOT TOPIC failed to adhere to a schedule for rest periods, which, coupled with HOT TOPIC’s failure to provide adequate rest period coverage, further led to Ms. Robertson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, HOT TOPIC maintained a company-wide on-premises rest period policy, which effectively required that Ms. Robertson and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Robertson and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, HOT TOPIC effectively maintained control over Ms. Robertson and/or other aggrieved employees during rest periods.

As a result of HOT TOPIC’s practices and policies, Ms. Robertson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Robertson regularly missed her rest periods due to the lack of rest period coverage, heavy workload, and HOT TOPIC’s failure to adhere to a schedule for rest periods for employees.

HOT TOPIC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Robertson and other aggrieved employees have not received premium pay for all noncompliant rest periods. Alternatively, to the extent that HOT TOPIC did pay Ms. Robertson and other aggrieved employees one (1) additional hour of premium pay for noncompliant rest periods, HOT TOPIC did not pay Ms. Robertson and other aggrieved employees at the correct rate of pay for premiums because HOT TOPIC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HOT TOPIC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. HOT TOPIC has not provided Ms. Robertson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, HOT TOPIC has knowingly and intentionally provided Ms. Robertson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, HOT TOPIC issued uniform wage statements to Ms. Robertson and other aggrieved employees that fail to correctly list: gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, HOT TOPIC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because HOT TOPIC did not accurately record the time Ms. Robertson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), HOT TOPIC did not list the correct amount of gross wages and net wages earned by Ms. Robertson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, HOT TOPIC failed to accurately list the total number of hours worked by Ms. Robertson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because HOT TOPIC did not calculate Ms. Robertson's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, HOT TOPIC did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, HOT TOPIC failed to list the correct amount of net wages in violation of section 226(a)(5). HOT TOPIC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), HOT TOPIC willfully failed to maintain accurate payroll records for Ms. Robertson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, HOT TOPIC engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Robertson and other aggrieved employees, in violation of section 1198. Furthermore, in light of HOT TOPIC’s failure to provide Ms. Robertson and other aggrieved employees with second 30-minute meal periods to which they were entitled, HOT TOPIC kept no records of meal start and end times for second meal periods.

Because HOT TOPIC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Robertson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Robertson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are

deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, HOT TOPIC failed to pay Ms. Robertson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, HOT TOPIC has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, HOT TOPIC terminated Ms. Robertson on or about May 13, 2025; however, on information and belief, HOT TOPIC did not provide Ms. Robertson with her final wages until the following day and with her vested vacation wages until a week later. Thus, HOT TOPIC failed to pay Ms. Robertson her final wages immediately, in violation of California Labor Code section 201.

Additionally, during the relevant time period, HOT TOPIC willfully failed to pay Ms. Robertson and other aggrieved employees who are no longer employed by HOT TOPIC all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving HOT TOPIC's employ.

Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission ("IWC") Wage Order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of

Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

HOT TOPIC’s California retail stores are generally similar in their layout and design, and there was, and continues to be, space at the cashwraps to allow for the presence and use of a seat or stool by Ms. Robertson and other aggrieved employees during the performance of their work duties at these cashwraps. However, HOT TOPIC designed its cashwraps to require Ms. Robertson and other aggrieved employees to stand while performing their work duties at those locations. HOT TOPIC could have designed its cashwraps in a manner that allowed Ms. Robertson and other aggrieved employees to sit while performing their duties and could have placed suitable seats or stools at or near each cashwrap for use by Ms. Robertson and other aggrieved employees. Instead, HOT TOPIC designed its cashwraps to require Ms. Robertson and other aggrieved employees to stand at the work area(s) and did not provide suitable seats or stools they could use while working at the cashwrap. In addition, HOT TOPIC prohibited Ms. Robertson and other aggrieved employees from sitting while working, and HOT TOPIC’s management did not inform Ms. Robertson and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Robertson performed cashiering duties at the cashwrap and spent a significant portion of her day behind the cashwrap. Other aggrieved employees similarly spent a portion of their day at cashwraps performing cash register duties. The nature of the work of an employee performing cashier and/or customer service duties can reasonably be accomplished from a seated position. Ms. Robertson and other aggrieved employees could have provided customer service, handled cash register transactions, and performed other similar tasks at cashwraps at any of HOT TOPIC’s retail stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as stated, HOT TOPIC, on a company-wide basis, designed cashwraps to require employees to stand while performing their cashier duties and did not provide suitable seats at cashwraps, forcing Ms. Robertson and other aggrieved employees to stand throughout their work shifts.

HOT TOPIC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Robertson and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. HOT TOPIC’s management did not inform Ms. Robertson and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting. HOT TOPIC’s failure to provide suitable seating to Ms.

Robertson and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area under subdivision 14(B) during “lulls in operation.” *Id.*

HOT TOPIC has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During her employment, Ms. Robertson experienced lulls in her work at various times during a typical shift, especially when the store was not busy during weekday evenings. During these lulls, when Ms. Robertson was not actively performing tasks (the nature of which require standing), Ms. Robertson could have taken a moment to sit and rest his legs, back, and feet if seating was provided. HOT TOPIC could provide Ms. Robertson and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seating and forces Ms. Robertson and other aggrieved employees to stand throughout the day. Moreover, HOT TOPIC did not inform Ms. Robertson and other aggrieved employees of their rights to a seat or stool under California law. HOT TOPIC's failure to provide suitable seating to Ms. Robertson and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, Ms. Robertson and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but HOT TOPIC failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Robertson was required to use her personal cellular phone to respond to calls and text messages from her manager or coworkers to discuss work-related matters. Further, Ms. Robertson was required to take photos and videos on her personal phone and download and use a social media mobile application, "Instagram," to post on her store's Instagram page. Although HOT TOPIC required Ms. Robertson and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, HOT TOPIC failed to fully reimburse them for these costs.

Second, during the relevant time period, HOT TOPIC, on a company-wide basis, required that Ms. Robertson and other aggrieved employees use their own personal vehicles to carry out company business, but failed to reimburse them for their costs of travel, including mileage. For example, twice per month, Ms. Robertson was required to use her personal vehicle and drive a couple of miles roundtrip to a nearby bank to exchange large-denomination bills for smaller bills and coins. As a further example, on one (1) occasion Ms. Robertson drove approximately 60 miles roundtrip to HOT TOPIC's other store location to drop off inventory. Although HOT TOPIC required Ms. Robertson and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, HOT TOPIC failed to reimburse them for their mileage or travel expenses.

HOT TOPIC could have provided Ms. Robertson and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles; or, HOT TOPIC could have reimbursed employees for the costs of their mobile device usage, mileage, and travel expenses. Instead, HOT TOPIC passed these operating costs onto Ms. Robertson and other aggrieved employees. At all relevant times, Ms. Robertson did not earn at least two (2) times the minimum wage.

Thus, HOT TOPIC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Robertson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HOT TOPIC into

compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” HOT TOPIC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Robertson’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Robertson seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Robertson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against HOT TOPIC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Robertson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: HOT TOPIC, INC. (via U.S. Certified Mail); HOT TOPIC TENNESSEE, INC. (via U.S. Certified Mail); HOT TOPIC MERCHANDISING, INC. (via U.S. Certified Mail); HOT TOPIC ADMINISTRATION, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL
9589 0710 5270 0211 5950 95

HOT TOPIC, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

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18305 E SAN JOSE AVE
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C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0211 5950 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, and fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Restricted Delivery \$

Postmark

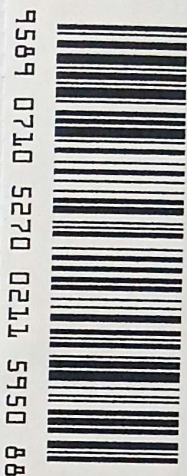
ROBARTSON
v. HC.

HOT TOPIC, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

Postmark

PS Form 3811, July 2020 PSN 7530-02-000-9017 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



HOT TOPIC TENNESSEE, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$	Postmark
Extra Services & Fees (check box, add fee as appropriate)	\$	
☒ Return Receipt (hardcopy)	\$	
☐ Return Receipt (electronic)	\$	

HOT TOPIC TENNESSEE, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC TENNESSEE, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

- ☐ Agent
- ☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 8803 4005 5681 79



2. (Article Number Transfer from service label)

9589 0710 5270 0211 5950 88

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 5950 71

HOT TOPIC
MERCHANDISING, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Restricted Mail (Signature Confirmation or Insurance over \$500) \$

1203262500-4T
Postmark

HOT TOPIC

MERCHANDISING, INC.

18305 E SAN JOSE AVE

CITY OF INDUSTRY, CA 91748

City

State

Zip

Country

PS Form 3811, January 2002 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC
MERCHANDISING, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No



9590 9402 8803 4005 5681 86

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 71

- | | |
|--|---|
| Service Type | ☐ Priority Mail Express® |
| ☐ Adult Signature | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |

if delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



HOT TOPIC
ADMINISTRATION, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

9589 0710 5270 0211 5950 64

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (check box, and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail Restricted Delivery \$
Postmark
Here

HOT TOPIC
ADMINISTRATION, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC
ADMINISTRATION, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 8803 4005 5681 93

2.

9589 0710 5270 0211 5950 64

(over \$500)

Restricted Delivery

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Delivery Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC TENNESSEE, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748



9590 9402 8803 4005 5681 79

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 88

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

HOT TOPIC

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC
MERCHANDISING, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748



9590 9402 8803 4005 5681 86

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 71

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

HOT TOPIC

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748



9590 9402 8803 4005 5681 62

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 95

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

HOT TOPIC

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HOT TOPIC
ADMINISTRATION, INC.
18305 E SAN JOSE AVE
CITY OF INDUSTRY, CA 91748



9590 9402 8803 4005 5681 93

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 64

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

HOT TOPIC

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 10, 2025**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Trevor R. Witt (SBN 278195)
trevor.witt@jacksonlewis.com
Serena A. Limas (SBN 358945)
serena.limas@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017
Tel.: (213) 630-8254
Fax: (213) 689-0430

Attorneys for Defendants
HOT TOPIC, INC.; HOT TOPIC
TENNESSEE, INC.; HOT TOPIC
MERCHANDISING, INC., and HOT
TOPIC ADMINISTRATION, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 10, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature