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ESTEFANI SEEFOO

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

ESTEFANI SEEFOO, individually and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), and on
behalf of other members of the general public
similarly situated, other aggrieved employees,
and the State of California

Plaintiff,

vs.

BBCK ENTERPRISES, LLC D/B/A K&L
WINE MERCHANTS, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25STCV26200

**PLAINTIFF ESTEFANI SEEFOO'S FIRST
AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
PAGA ENFORCEMENT ACTION:**

- 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);**
- 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);**
- 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);**
- 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);**
- 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);**
- 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);**
- 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);**

**FIRST AMENDED CLASS ACTION COMPLAINT, PAGA ENFORCEMENT ACTION, AND DEMAND
FOR JURY TRIAL**

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8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 10. Violation of California Business & Professions Code §§ 17200, et seq.;
 11. Claim for Civil Penalties for Violations of California Labor Code Pursuant to California Labor Code sections 2698, et seq. (PAGA)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

Plaintiff ESTEFANI SEEFOO (“Plaintiff”), individually, as an aggrieved employee, and on behalf of other members of the general public similarly situated, all other aggrieved employees, and the State of California, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section I, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as a non-exempt, hourly paid employee and received at least one wage statement and against whom one or more violations of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint, at any

1 time between one year prior to the filing of the pre-filing written notice to the Labor and
2 Workforce Development Agency (“LWDA”) in this case on September 11, 2025, until judgment
3 (“Aggrieved Employees”).

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

7 5. This Court has jurisdiction over Defendants because, upon information and belief,
8 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
9 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
10 over them by California courts consistent with traditional notions of fair play and substantial
11 justice.

12 6. Venue is proper in this Court because, upon information and belief, Defendants
13 maintain offices, have agents, employ individuals, and/or transact business in the State of
14 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
15 Plaintiff and the other class members took place in the State of California, including the County of
16 Los Angeles.

17 **PARTIES**

18 7. Plaintiff is an individual residing in the State of California, County of Los Angeles.

19 8. Defendant BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS
20 (“Defendant”), at all times herein mentioned, was and is, upon information and belief, an
21 employer whose employees are engaged throughout the State of California, including the County
22 of Los Angeles.

23 9. On information and belief, Defendant did not require employees to execute a
24 dispute resolution policy and/or arbitration agreement at the time of their hire or during their
25 employment that is applicable to the claims alleged herein.

26 10. At all relevant times, Defendant was the "employer" of Plaintiff within the meaning
27 of all applicable California laws and statutes.

28 11. At all times herein relevant, Defendant and DOES 1 through 50, and each of them,

1 were the agents, partners, joint venturers, joint employers, representatives, servants, employees,
2 successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant
3 hereto were acting within the course and scope of their authority as such agents, partners, joint
4 venturers, joint employers, representatives, servants, employees, successors, co-conspirators
5 and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification,
6 knowledge, permission, encouragement, authorization and/or consent of each defendant
7 designated as a DOE herein.

8 12. The true names and capacities, whether corporate, associate, individual or
9 otherwise, of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who sue said
10 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
11 information and belief alleges, that each of the defendants designated as a DOE is legally
12 responsible for the events and happenings referred to in this Complaint, and unlawfully caused the
13 injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
14 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities
15 when the same have been ascertained.

16 13. Defendant and DOES 1 through 50 will hereinafter collectively be referred to as
17 "Defendants."

18 14. Plaintiff further alleges that Defendants directly or indirectly controlled or affected
19 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the
20 other class members so as to make each of said Defendants employers liable under the statutory
21 provisions set forth herein.

22 **CLASS ACTION AND PAGA ALLEGATIONS**

23 15. Plaintiff brings this action on her own behalf and on behalf of all other members of
24 the general public similarly situated, and, thus, seeks class certification under California Code of
25 Civil Procedure section 382.

26 16. The proposed class is defined as follows: All current and former hourly-paid or
27 non-exempt employees who worked for any of the Defendants within the State of California at any
28 time during the period from four years preceding the filing of this Complaint to final judgment and

1 who reside in California.

2 17. Plaintiff reserves the right to establish subclasses as appropriate.

3 18. The class is ascertainable and there is a well-defined community of interest in the
4 litigation:

5 (A) Numerosity: The class members are so numerous that joinder of all class
6 members is impracticable. The membership of the entire class is unknown to
7 Plaintiff at this time; however, the class is estimated to be greater than fifty (50)
8 individuals and the identity of such membership is readily ascertainable by
9 inspection of Defendants' employment records.

10 (B) Typicality: Plaintiff's claims are typical of all other class members' as
11 demonstrated herein. Plaintiff will fairly and adequately protect the interests of
12 the other class members with whom he has a well-defined community of
13 interest.

14 (C) Adequacy: Plaintiff will fairly and adequately protect the interests of each class
15 member, with whom he has a well-defined community of interest and typicality
16 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
17 the other class members. Plaintiff's attorneys, the proposed class counsel, are
18 versed in the rules governing class action discovery, certification, and
19 settlement. Plaintiff has incurred, and during the pendency of this action will
20 continue to incur, costs and attorneys' fees, that have been, are, and will be
21 necessarily expended for the prosecution of this action for the substantial
22 benefit of each class member.

23 (D) Superiority: A class action is superior to other available methods for the
24 fair and efficient adjudication of this litigation because individual joinder of all class
25 members is impractical.

26 (E) Public Policy Considerations: Certification of this lawsuit as a class action will
27 advance public policy objectives. Employers of this great state violate
28 employment and labor laws every day. Current employees are often afraid to

1 assert their rights out of fear of direct or indirect retaliation. However, class
2 actions provide the class members who are not named in the complaint
3 anonymity that allows for the vindication of their rights.

4 19. There are common questions of law and fact as to the class members that
5 predominate over questions affecting only individual members. The following common questions
6 of law or fact, among others, exist as to the members of the class:

- 7 (A) Whether Defendants' failure to pay wages, without abatement or reduction, in
8 accordance with the California Labor Code, was willful;
- 9 (B) Whether Defendants' had a corporate policy and practice of failing to pay their
10 hourly-paid or non-exempt employees within the State of California for all
11 hours worked and missed (short, late, interrupted, and/or missed altogether)
12 meal periods and rest breaks in violation of California law;
- 13 (C) Whether Defendants required Plaintiff and the other class members to work
14 over eight (8) hours per day and/or over forty (40) hours per week and failed to
15 pay the legally required overtime compensation to Plaintiff and the other class
16 members;
- 17 (D) Whether Defendants deprived Plaintiff and the other class members of meal
18 and/or rest periods or required Plaintiff and the other class members to work
19 during meal and/or rest periods without compensation;
- 20 (E) Whether Defendants failed to pay minimum wages to Plaintiff and the other
21 class members for all hours worked;
- 22 (F) Whether Defendants failed to pay all wages due to Plaintiff and the other class
23 members within the required time upon their discharge or resignation;
- 24 (G) Whether Defendants failed to timely pay all wages due to Plaintiff and the other
25 class members during their employment;
- 26 (H) Whether Defendants complied with wage reporting as required by the
27 California Labor Code; including, *inter alia*, section 226;
- 28 (I) Whether Defendants kept complete and accurate payroll records as required by

the California Labor Code, including, *inter alia*, section 1174(d);

(J) Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

(K) Whether Defendants' conduct was willful or reckless

(L) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

(M) The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

(N) Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

20. Plaintiff also brings this action as an aggrieved employee, on behalf of all other Aggrieved Employees, and on behalf of the State of California.

GENERAL ALLEGATIONS

21. At all relevant times set forth herein, Defendants employed Plaintiff, other persons as hourly-paid or non-exempt employees, and other Aggrieved Employees within the State of California, including the County of Los Angeles.

22. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately March 2023 to approximately July 2025, in the State of California, County of Los Angeles.

23. Defendants hired Plaintiff, the other Aggrieved Employees, and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

24. Defendants had the authority to hire and terminate Plaintiff, the other Aggrieved Employees, and the other class members, to set work rules and conditions governing Plaintiff's, the other Aggrieved Employees', and the other class members' employment, and to supervise their daily employment activities.

1 25. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiff's, the other Aggrieved Employees', and the other class members' employment for them to
3 be joint employers of Plaintiff, the other Aggrieved Employees, and the other class members.

4 26. Defendants directly hired and paid wages and benefits to Plaintiff, the other
5 Aggrieved Employees, and the other class members.

6 27. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 28. Plaintiff, the other Aggrieved Employees, and the other class members worked over
9 eight (8) hours in a day and/or forty (40) hours in a week during their employment with
10 Defendants.

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
13 employees within the State of California. This pattern and practice involved, *inter alia*, failing to
14 pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
15 in violation of California law.

16 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
17 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
18 were entitled to receive certain wages for overtime compensation and that they were not receiving
19 accurate overtime compensation for all overtime hours worked.

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
21 to provide Plaintiff, the other Aggrieved Employees, and the other class members all required rest
22 and meal periods during the relevant time period as required under the Industrial Welfare
23 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

24 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
25 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
26 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's, the
27 other Aggrieved Employees', and the other class members' regular rate of pay when a meal
28 period was missed, and they did not receive all meal periods or payment of one additional hour of

1 pay at Plaintiff's, the other Aggrieved Employees', and the other class members' regular rate of
2 pay when a meal period was missed.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
5 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's, the
6 other Aggrieved Employees', and the other class members' regular rate of pay when a rest period
7 was missed, and they did not receive all rest periods or payment of one additional hour of pay at
8 Plaintiff's, the other Aggrieved Employees', and the other class members' regular rate of pay when
9 a rest period was missed.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
12 were entitled to receive at least minimum wages for compensation and that they were not
13 receiving at least minimum wages for all hours worked.

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
15 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
16 were entitled to receive all wages owed to them upon discharge or resignation, including overtime
17 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such
18 wages owed to them at the time of their discharge or resignation.

19 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
21 were entitled to receive all wages owed to them during their employment. Plaintiff, the other
22 Aggrieved Employees, and the other class members did not receive payment of all wages,
23 including overtime and minimum wages and meal and rest period premiums, within any time
24 permissible under California Labor Code section 204.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
27 were entitled to receive complete and accurate wage statements in accordance with California law,
28 but, in fact, they did not receive complete and accurate wage statements from Defendants. The

1 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
2 Plaintiff, the other Aggrieved Employees, and the other class members.

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Defendants had to keep complete and accurate payroll records for
5 Plaintiff, the other Aggrieved Employees, and the other class members in accordance with
6 California law, but, in fact, did not keep complete and accurate payroll records.

7 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff, the other Aggrieved Employees, and the other class members
9 were entitled to reimbursement for necessary business-related expenses.

10 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known that they had a duty to compensate Plaintiff, the other Aggrieved
12 Employees, and the other class members pursuant to California law, and that Defendants had the
13 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do
14 so, and falsely represented to Plaintiff, the other Aggrieved Employees, and the other class
15 members that they were properly denied wages, all in order to increase Defendants' profits.

16 41. During the relevant time period, Defendants failed to pay overtime wages to
17 Plaintiff, the other Aggrieved Employees, and the other class members for all overtime hours
18 worked. Plaintiff, the other Aggrieved Employees, and the other class members were required to
19 work more than eight (8) hours per day and/or forty (40) hours per week without overtime
20 compensation for all overtime hours worked.

21 42. During the relevant time period, Defendants failed to provide all requisite
22 uninterrupted meal and rest periods to Plaintiff, the other Aggrieved Employees, and the other
23 class members.

24 43. During the relevant time period, Defendants failed to pay Plaintiff, the other
25 Aggrieved Employees, and the other class members at least minimum wages for all hours worked.

26 44. During the relevant time period, Defendants failed to pay Plaintiff, the other
27 Aggrieved Employees, and the other class members all wages owed to them upon discharge or
28 resignation.

1 45. During the relevant time period, Defendants failed to pay Plaintiff, the other
2 Aggrieved Employees, and the other class members all wages within any time permissible under
3 California law, including, *inter alia*, California Labor Code section 204.

4 46. During the relevant time period, Defendants failed to provide complete or accurate
5 wage statements to Plaintiff, the other Aggrieved Employees, and the other class members.

6 47. During the relevant time period, Defendants failed to keep complete or accurate
7 payroll records for Plaintiff, the other Aggrieved Employees, and the other class members.

8 48. During the relevant time period, Defendants failed to reimburse Plaintiff, the other
9 Aggrieved Employees, and the other class members for all necessary business-related expenses
10 and costs.

11 49. During the relevant time period, Defendants failed to properly compensate
12 Plaintiff, the other Aggrieved Employees, and the other class members pursuant to California law
13 in order to increase Defendants' profits.

14 50. California Labor Code section 218 states that nothing in Article 1 of the Labor
15 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to
16 him [or her] under this article."

17 51. At all times herein set forth, PAGA provides that any provision of law under the
18 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
19 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
20 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
21 behalf of themselves and other current or former employees pursuant to procedures outlined in
22 California Labor Code section 2699.3.

23 52. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any
24 person who was employed by the alleged violator and personally suffered each of the violations
25 alleged during the period prescribed under Section 340 of the Code of Civil Procedure."

26 53. Plaintiff and other current and former employees of Defendants are "aggrieved
27 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current
28 or former employees and personally suffered each of the violations alleged.

1 **and/or Does 1-50, inclusive)**

2 59. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
3 Complaint as though fully alleged herein.

4 60. California Labor Code section 1198 and the applicable Industrial Welfare
5 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
6 compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate
7 of pay, depending on the number of hours worked by the person on a daily or weekly basis.

8 61. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and the other class members employed by Defendants, and working
10 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
11 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (
12 40) hours in a workweek.

13 62. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and the other class members overtime compensation at a rate of two times
15 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

16 63. California Labor Code section 510 codifies the right to overtime compensation at
17 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
18 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
19 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of
20 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

21 64. During the relevant time period, Plaintiff and the other class members worked in
22 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

23 65. During the relevant time period, Defendants intentionally and willfully failed to
24 pay overtime wages owed to Plaintiff and the other class members.

25 66. Defendants' failure to pay Plaintiff and the other class members the unpaid balance
26 of overtime compensation, as required by California laws, violates the provisions of California
27 Labor Code sections 510 and 1198, and is therefore unlawful.

28 67. Pursuant to California Labor Code section 1194, Plaintiff and the other class

1 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
2 attorneys' fees.

3 **SECOND CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 226.7 and 512(a)**

5 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
6 **and/or Does 1-50, inclusive)**

7 68. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
8 Complaint as though fully alleged herein.

9 69. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
10 512(a) were applicable to Plaintiffs and the other class members' employment by Defendants.

11 70. At all relevant times, California Labor Code section 226.7 provides that no
12 employer shall require an employee to work during any meal or rest period mandated by an
13 applicable order of the California IWC.

14 71. At all relevant times, the applicable IWC Wage Order and California Labor Code
15 section 512(a) provide that an employer may not require, cause or permit an employee to work for
16 a work period of more than five (5) hours per day without providing the employee with a meal
17 period of not less than thirty (30) minutes, except that if the total work period per day of the
18 employee is no more than six (6) hours, the meal period may be waived by mutual consent of both
19 the employer and employee.

20 72. At all relevant times, the applicable IWC Wage Order and California Labor Code
21 section 512(a) further provide that an employer may not require, cause or permit an employee to
22 work for a work period of more than ten (10) hours per day without providing the employee with a
23 second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
24 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
25 consent of the employer and the employee only if the first meal period was not waived.

26 73. During the relevant time period, Plaintiff and the other class members who were
27 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
28 legally-mandated meal periods by mutual consent, were required to work for periods longer than

1 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest
2 period.

3 74. During the relevant time period, Plaintiff and the other class members who were
4 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
5 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
6 and/or rest period.

7 75. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff and the other class members to work during meal periods and failed to compensate
9 Plaintiff and the other class members the full meal period premium for work performed during
10 meal periods.

11 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members the full meal period premium due pursuant to California Labor Code section 226.7.

13 77. Defendants' conduct violates applicable IWC Wage Order and California Labor
14 Code sections 226.7 and 512(a).

15 78. Pursuant to applicable IWC Wage Order and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employee 's regular rate of compensation for each work day that the
18 meal or rest period is not provided.

19 **THIRD CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226. 7**

21 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
22 **and/or Does 1-50, inclusive)**

23 79. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
24 Complaint as though fully alleged herein.

25 80. At all times herein set forth, the applicable IWC Wage Order and California Labor
26 Code section 226.7 were applicable to Plaintiffs and the other class members' employment by
27 Defendants.

28 81. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC.

3 82. At all relevant times, the applicable IWC Wage Order provides that "[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period" and that the "rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
7 or major fraction thereof unless the total daily work time is less than three and one-half (3 ½)
8 hours.

9 83. During the relevant time period, Defendants required Plaintiff and other class
10 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
11 period per each four (4) hour period worked.

12 84. During the relevant time period, Defendants willfully required Plaintiff and the
13 other class members to work during rest periods and failed to pay Plaintiff and the other class
14 members the full rest period premium for work performed during rest periods.

15 85. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members the full rest period premium due pursuant to California Labor Code section 226.7.

17 86. Defendants ' conduct violates applicable IWC Wage Orders and California Labor
18 Code section 226.7.

19 87. Pursuant to the applicable JWC Wage Orders and California Labor Code section
20 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
21 additional hour of pay at the employees ' regular hourly rate of compensation for each work day
22 that the rest period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

25 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
26 **and/or Does 1-50, inclusive)**

27 88. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
28 Complaint as though fully alleged herein.

1 89. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
2 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
3 the minimum so fixed is unlawful.

4 90. During the relevant time period, Defendants failed to pay minimum wage to
5 Plaintiff and the other class members as required, pursuant to California Labor Code sections
6 1194, 1197, and 1197.1.

7 91. Defendants' failure to pay Plaintiff and the other class members the minimum wage
8 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
9 sections Plaintiff and the other class members are entitled to recover the unpaid balance of their
10 minimum wage compensation as well as interest, costs, and attorney 's fees, and liquidated
11 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

12 92. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
13 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
14 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
15 minimum wages.

16 93. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
17 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
18 unpaid and interest thereon.

19 **FIFTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 201 and 202**

21 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
22 **and/or Does 1-50, inclusive)**

23 94. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
24 Complaint as though fully alleged herein.

25 95. At all relevant times herein set forth, California Labor Code sections 201 and 202
26 prov ide that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his or her employment, his
28 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless

1 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
2 the employee is entitled to his or her wages at the time of quitting.

3 96. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiff and the other class members who are no longer employed by Defendants their wages,
5 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

6 97. Defendants' failure to pay Plaintiff and the other class members who are no longer
7 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
8 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

9 98. California Labor Code section 203 provides that if an employer willfully fails to
10 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid or until an action is
12 commenced; but the wages shall not continue for more than thirty (30) days.

13 99. Plaintiff and the other class members are entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
15 to California Labor Code section 203.

16 **SIXTH CAUSE OF ACTION**

17 **Violation of California Labor Code § 204**

18 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
19 **and/or Does 1-50, inclusive)**

20 100. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
21 Complaint as though fully alleged herein.

22 101. At all times herein set forth, California Labor Code section 204 provides that all
23 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
24 calendar month, other than those wages due upon termination of an employee, are due and payable
25 between the 16th and the 26th day of the month during which the labor was performed.

26 102. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the 16th and the last day, inclusive, of
28 any calendar month, other than those wages due upon termination of an employee, are due and

1 payable between the 1st and the 10th day of the following month.

2 103. At all times herein set forth, California Labor Code section 204 provides that all
3 wages earned for labor in excess of the normal work period shall be paid no later than the payday
4 for the next regular payroll period.

5 104. During the relevant time period, Defendants intentionally and willfully failed to
6 pay Plaintiff and the other class members all wages due to them, within any time period
7 permissible under California Labor Code section 204.

8 105. Plaintiff and the other class members are entitled to recover all remedies available
9 for violations of California Labor Code section 204.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 226(a)**

12 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
13 **and/or Does 1-50, inclusive)**

14 106. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
15 Complaint as though fully alleged herein.

16 107. At all material times set forth herein, California Labor Code section 226(a)
17 provides that every employer shall furnish each of his or her employees an accurate itemized
18 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
19 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
20 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
22 of the period for which the employee is paid, (7) the name of the employee and his or her social
23 security number, (8) the name and address of the legal entity that is the employer, and (9) all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate by the employee. The deductions made from payments of wages shall
26 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a
27 copy of the statement or a record of the deductions shall be kept on file by the employer for at
28 least three years at the place of employment or at a central location within the State of California.

108. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

109. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

110. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

111. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

112. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1174(d)

**(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS
and/or Does 1-50, inclusive)**

113. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully alleged herein.

114. Pursuant to California Labor Code section 1174(d), an employer shall keep, 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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less

1 than two years.

2 115. Defendants have intentionally and willfully failed to keep accurate and complete
3 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class
4 members.

5 116. As a result of Defendants' violation of California Labor Code section 1174(d),
6 Plaintiff and the other class members have suffered injury and damage to their statutorily-
7 protected rights.

8 117. More specifically, Plaintiff and the other class members have been injured by
9 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
10 they were denied both their legal right and protected interest, in having available, accurate and
11 complete payroll records pursuant to California Labor Code section 1174(d).

12 **NINTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 2800 and 2802**

14 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
15 **and/or Does 1-50, inclusive)**

16 118. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
17 Complaint as though fully alleged herein.

18 119. Pursuant to California Labor Code sections 2800 and 2802, an employer must
19 reimburse its employee for all necessary expenditures incurred by the employee in direct
20 consequence of the discharge of his or her job duties or in direct consequence of his or her
21 obedience to the directions of the employer.

22 120. Plaintiff and the other class members incurred necessary business-related expenses
23 and costs that were not fully reimbursed by Defendants, including, but not limited to, use of their
24 personal cell phone for work-related purposes.

25 121. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 122. Plaintiff and the other class members are entitled to recover from Defendants their
28 business-related expenses and costs incurred during the course and scope of their employment,

1 plus interest accrued from the date on which the employee incurred the necessary expenditures at
2 the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **Violation of California Business & Professions Code §§ 17200, et seq.**

5 **(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS**
6 **and/or Does 1-50, inclusive)**

7 123. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
8 Complaint as though fully alleged herein.

9 124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
12 within the meaning of Code of Civil Procedure section 1021.5.

13 125. Defendants' activities as alleged herein are violations of California law, and
14 constitute unlawful business acts and practices in violation of California Business & Professions
15 Code section 17200, et seq.

16 126. A violation of California Business & Professions Code section 17200, et seq. may
17 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
18 and practices of requiring employees, including Plaintiff and the other class members to work
19 overtime without paying them proper compensation violate California Labor Code sections 510
20 and 1198. Additionally, Defendants' policies and practices of requiring employees, including
21 Plaintiff and the other class members, to work through their meal and rest periods without paying
22 them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants'
23 policies and practices of failing to pay minimum wages violate California Labor Code sections
24 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay
25 wages to Plaintiff and the other class members violate California Labor Code sections 201, 202
26 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

27 127. As a result of the herein described violations of California law, Defendants
28 unlawfully gained an unfair advantage over other businesses.

128. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

129. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

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

**(Against Defendants BBCK ENTERPRISES, LLC D/B/A K&L WINE MERCHANTS
and/or Does 1-50, inclusive)**

130. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully alleged herein.

131. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including section 1182.12.

132. Defendants' conduct, as alleged herein and set forth further in **Exhibit A**, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff and other Aggrieved Employees with all required overtime pay and failure to properly calculate the overtime rates paid to other Aggrieved Employees;

(b) Violation of (b) Labor Code sections 1182.12, 1194, 1197, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff and other Aggrieved

- 1 Employees with at least minimum wages for all hours worked;
- 2 (c) Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order
- 3 for Defendants' failure to provide other Aggrieved Employees with meal periods;
- 4 (d) Violation of Labor Code sections 226.7, 1198, and the applicable IWC wage order for
- 5 Defendants' failure to authorize and permit Plaintiff and other Aggrieved Employees to
- 6 take rest periods;
- 7 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for
- 8 failure to provide accurate and complete wage statements to Plaintiff and other
- 9 Aggrieved Employees;
- 10 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC wage order
- 11 for failure to maintain payroll records;
- 12 (g) Violation of Labor Code section 204 for failure to pay all earned wages during
- 13 employment;
- 14 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
- 15 upon termination; and
- 16 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other
- 17 Aggrieved Employees for all necessary business expenses incurred on behalf of
- 18 Defendants.

19 133. Defendants' failure to pay Plaintiff and other Aggrieved Employees the balance of

20 overtime compensation as required by California law violates the provisions of California Labor

21 Code sections 510 and 1198. Plaintiff and other Aggrieved Employees are entitled to recover civil

22 penalties pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

23 134. Defendants' failure to pay Plaintiff and other Aggrieved Employees minimum

24 wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and

25 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to sections 558

26 and/or 2699(a), (f), and (g).

27 135. Defendants failed to provide other Aggrieved Employees compliant meal periods

28 and failed to pay the full meal period premiums due. Defendants' conduct violates the applicable

IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Other Aggrieved Employees are entitled to recover civil penalties pursuant to section 2699(a), (f), and (g).

136. Defendants failed to provide other Aggrieved Employees compliant rest periods and failed to pay the full rest period premiums due. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to section 2699(a), (f), and (g).

137. Because Defendants' violations of 226(a) and 1174(d) were committed against Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties pursuant to sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

138. Defendants' failure to pay Plaintiff and other Aggrieved Employees violates Labor Code section 204. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

139. Defendants' failure to pay Plaintiff and those Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates Labor Code sections 201 and 202. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

140. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and other Aggrieved Employees by failing to reimburse them for, *inter alia*, the use of their personal cell phone for work purposes violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and other Aggrieved Employees for necessary business-related expenses and costs. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f), and (g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally,

as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class
3. That counsel for Plaintiff be appointed as Class Counsel;
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by will fully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 13. For premium wages pursuant to California Labor Code section 226.7(c);
2 14. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due;
4 15. For reasonable attorneys' fees and costs of suit incurred herein; and
5 16. For such other and further relief as the Court may deem just and proper.

6 **As to the Third Cause of Action**

7 17. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
9 periods to Plaintiff and the other class members

10 18. That the Court make an award to Plaintiff and the other class members of one (1)
11 hour of pay at each employee's regular rate of compensation for each workday that a rest period
12 was not provided;

13 19. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 20. For premium wages pursuant to California Labor Code section 226.7(c);

16 21. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due;

18 22. For reasonable attorneys' fees and costs of suit incurred herein; and

19 23. For such other and further relief as the Court may deem just and proper.

20 **As to the Fourth Cause of Action**

21 24. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
23 Plaintiff and the other class members;

24 25. For general unpaid wages and such general and special damages as may be
25 appropriate;

26 26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
27 Plaintiff and the other class members in the amount as may be established according to proof at
28 trial;

1 27. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due;

3 28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194(a);

5 29. For liquidated damages pursuant to California Labor Code section 1194.2; and

6 30. For such other and further relief as the Court may deem just and proper.

7 **As to the Fifth Cause of Action**

8 31. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
10 time of termination of the employment of Plaintiff and the other class members no longer
11 employed by Defendants;

12 32. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 33. For statutory wage penalties pursuant to California Labor Code section 203 for
15 Plaintiff and the other class members who have left Defendants' employ;

16 34. For pre-judgment interest on any unpaid compensation from the date such amounts
17 were due; and

18 35. For such other and further relief as the Court may deem just and proper.

19 **As to the Sixth Cause of Action**

20 36. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
22 California Labor Code section 204 to Plaintiff and the other class members;

23 37. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 38. For pre-judgment interest on any unpaid compensation from the date such amounts
26 were due; and

27 39. For such other and further relief as the Court may deem just and proper.

28 **As to the Seventh Cause of Action**

1 40. That the Court declare, adjudge and decree that Defendants violated the record
2 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
3 to Plaintiff and the other class members, and will fully failed to provide accurate itemized wage
4 statements thereto;

5 41. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 42. For statutory penalties pursuant to California Labor Code section 226(e);

8 43. For injunctive relief to ensure compliance with this section, pursuant to California
9 Labor Code section 226(h);

10 44. For such other and further relief as the Court may deem just and proper.

11 **As to the Eighth Cause of Action**

12 45. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 1174(d) by willfully failing to keep accurate and complete pay roll records for
14 Plaintiff and the other class members as required by California Labor Code section 8 1174(d);

15 46. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 47. For statutory penalties pursuant to California Labor Code section 1174.5;

18 48. For such other and further relief as the Court may deem just and proper.

19 **As to the Ninth Cause of Action**

20 49. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
22 members for all necessary business-related expenses as required by California Labor Code
23 sections 2800 and 2802;

24 50. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 51. For the imposition of civil penalties and/or statutory penalties;

27 52. For reasonable attorneys' fees and costs of suit incurred herein; and

28 53. For such other and further relief as the Court may deem just and proper.

1 **As to the Tenth Cause of Action**

2 54. That the Court decree, adjudge and decree that Defendants violated California
3 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other
4 class members all overtime compensation due to them, failing to provide all meal and rest periods
5 to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the
6 other class members, failing to pay Plaintiff's and the other class members' wages timely as
7 required by California Labor Code section 201, 202 and 204 and by violating California Labor
8 Code sections 226(a), 1174(d), 2800 and 2802.

9 55. For restitution of unpaid wages to Plaintiff and all the other class members and all
10 pre-judgment interest from the day such amounts were due and payable;

11 56. For the appointment of a receiver to receive, manage and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants
13 as a result of violation of California Business and Professions Code sections 17200, et seq.;

14 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Code of Civil Procedure section 1021.5;

16 58. For injunctive relief to ensure compliance with this section, pursuant to California
17 Business and Professions Code sections 17200, et seq.; and

18 59. For such other and further relief as the Court may deem just and proper.

19 **As to the Eleventh Cause of Action**

20 60. That the Court declare, adjudge and decree that Defendants violated the following
21 California Labor Code provisions as to Plaintiff and/or other Aggrieved Employees: 510 and 1198
22 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at
23 least minimum wages for all hours worked); 226.7, 512 and 1198 (by failing to provide all meal
24 periods); 226.7 and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d) and
25 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201,
26 202, 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to
27 pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

28 61. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,

1 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 203, 204,
2 226(a), 226.7, 510, 512(a), 558, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

3 62. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1),
4 and any and all other relevant statutes, for Defendants' violations of California Labor Code
5 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1198, and
6 2802;

7 63. For pre-judgment and post-judgment interest as provided by law; and

8 64. For such other and further relief as the Court may deem equitable and appropriate.

9
10 Dated: December 4, 2025

H&A LAW OFFICE, PC

11
12 By: 

13 Suren Agadzhanov
14 Karen Hakobyan
15 Attorneys for Plaintiff
16 ESTEFANI SEEFOO

17 Dated: December 4, 2025

HUEY LAM PC

18
19 By: */s/ Gabriel M. Huey*

20 Derrick K. Lam
21 Gabriel M. Huey
22 Attorneys for Plaintiff
23 ESTEFANI SEEFOO
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DEMAND FOR JURY TRIAL

**PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL CAUSES OF
ACTION ALLEGED HEREIN.**

Dated: December 4, 2025

H&A LAW OFFICE, PC

By: 
Suren Agadzhanov
Karen Hakobyan
Attorneys for Plaintiff
ESTEFANI SEEFOO

Dated: December 4, 2025

HUEY LAM PC

By: /s/ Gabriel M. Huey
Derrick K. Lam
Gabriel M. Huey
Attorneys for Plaintiff
ESTEFANI SEEFOO

EXHIBIT A

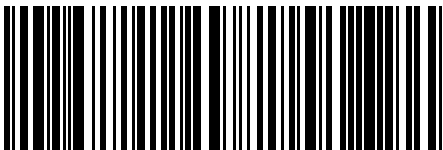
Huey Lam PC
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0012428493000011

BBCK Enterprises, LLC d/b/a K&L Wine Merchants
3005 El Camino Real
Redwood City CA 94061



USPS CERTIFIED MAIL



9207 1901 4298 0426 8432 90

See Important Information Enclosed



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310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

September 11, 2025

VIA ONLINE SUBMISSION ONLY

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
dir.govfa.net/411

RE: Estefani Seefoo v. BBCK Enterprises, LLC d/b/a K&L Wine Merchants

Dear PAGA Administrator:

This office and Suren Agadzhanov and Karen Hakobyan of H&A Law Office, PC represent Estefani Seefoo in connection with her claims under the California Labor Code. Ms. Seefoo was an employee of BBCK Enterprises, LLC d/b/a K&L Wine Merchants (“K&L Wine Merchants”). K&L Wine Merchants may be contacted at the address below:

BBCK Enterprises, LLC d/b/a K&L Wine Merchants
3005 El Camino Real
Redwood City, CA 94061

Ms. Seefoo intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code,¹ which are recoverable under the Labor Code and California Private Attorneys General Act, Labor Code sections 2698, *et seq.* Ms. Seefoo seeks relief on behalf of herself, the State of California, and other persons who are or were employed by K&L Wine Merchants in California as a nonexempt, hourly paid employee and who received at least one itemized wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Violation of California Labor Code §§ 510, 1194, and 1198 - Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order – Wage Order No. 7 – require employers to pay employees who “work in excess of eight hours in one workday” and for “any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek” at least “one and one-half times the[ir] regular rate of pay” Lab. Code § 510(a). “Any work in

¹ All references to the Labor Code herein refer to the California Labor Code unless otherwise specified.



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excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” *Id.* “In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” *Id.* Civil penalties are authorized pursuant to Lab. Code § 558 and/or Lab. Code § 2699(f).

Violation of California Labor Code §§ 226.7, 512(a), and 1198 – Unpaid Meal Period Premiums

California Labor Code sections 226.7, 512(a) 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 employers fail to provide employees with a timely, full, and uninterrupted meal period. Employers are prohibited from causing or permitting an employee to work for a “period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” unless (i) “the total work period per day of the employee is not more than six hours,” and (ii) the employer and employee “waive[]” the meal period “by mutual consent . . .” Lab. Code § 512(a). “An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.” *Id.*

An employee’s “first meal period” must begin “no later than the end of [the] employee’s fifth hour of work, and a second meal period no later than the end of an employee’s 10th hour of work.” *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041 (Cal. 2012).

“If an employer fails to provide an employee a meal . . . period in accordance with a state law, including, but not limited to, an applicable statute or . . . order of the Industrial Welfare Commission . . . , the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal . . . period is not provided.” Lab. Code § 226.7(c); *see also* Wage Order No. 7 § 11(D). Civil penalties are authorized pursuant to Lab. Code § 558 and/or Lab. Code § 2699(f).



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Violation of California Labor Code § 226.7 – Unpaid Rest Period Premiums

California Labor Code section 226.7 prohibits an employer from “requir[ing] an employee to work during a . . . rest . . . period mandated pursuant to . . . order of the Industrial Welfare Commission” Lab. Code § 226.7(b). The applicable IWC Wage Order states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.” Wage Order No. 7 § 12(A). “The authorized rest period time shall be based on the total hours worked daily at the rate of (10) minutes net rest time per four (4) hours or major fraction thereof” unless the employee’s “total daily work time is less than three and one-half (3½) hours.” *Id.* “During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 260 (2016).

“If an employer fails to provide an employee a . . . rest . . . period in accordance with a state law, including, but not limited to, an applicable statute or . . . order of the Industrial Welfare Commission . . . , the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the . . . rest . . . period is not provided.” Lab. Code § 226.7(c); *see also* Wage Order No. 7 § 12(B). Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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 set by the IWC. “[T]he payment of a lower wage than the minimum so fixed is unlawful.” Lab. Code § 1197. “‘Hours worked’ means 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.” Wage Order No. 7 § 2(H).

Employees are “entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage . . . , including interest thereon, reasonable attorney’s fees, and costs of suit.” Lab. Code § 1194. Employees are also “entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” Lab. Code § 1194.2. Civil penalties are authorized pursuant to Lab. Code § 1197.1(a).



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

“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Lab. Code § 201. If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” Lab. Code § 202(a).

Employees are entitled to recover their wages “as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Lab. Code § 203(a). Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Lab. Code § 204(a). “Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” *Id.* “[A]ll 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.” Lab. Code § 204(b)(1).

Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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

Employers must maintain and provide employees with accurate, itemized wage statements. Lab. Code § 226. Employers are also required to “[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.” Lab. Code § 1174(d).



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“An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1). Civil penalties are authorized pursuant to Lab. Code § 226.3 and/or Lab. Code § 2699(f).

Violation of California Labor Code §§ 2800 and 2802 – Unreimbursed Business Expenses

Employers must “indemnify” employees “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Lab. Code § 2802(a).

A prevailing employee is entitled to recover the cost of the expenditures and losses, interest thereon, and reasonable costs and attorney’s fees. Lab. Code § 2802(b), (c). Civil penalties are authorized pursuant to Lab. Code § 2699(f).

Summary of K&L Wine Merchants’ Unlawful Wage and Hour Policies and Practices

K&L Wine Merchants employed Ms. Seefoo as a non-exempt, hourly employee from approximately March 2023 to July 2025. K&L Wine Merchants hired her as a Sales Associate and subsequently promoted her to Beer Buyer. Ms. Seefoo worked at K&L Wine Merchants’ Hollywood Store located at 1400 Vine Street, Hollywood, California 90028.

K&L Wine Merchants failed to pay Ms. Seefoo and other aggrieved employees for all hours worked. K&L Wine Merchants used work schedules completed by stores managers in lieu of a separate timekeeping system and timesheets completed by the hourly, non-exempt employees to track and pay for hours worked by Ms. Seefoo and/or other aggrieved employees. The work schedules did not accurately reflect all hours worked by Ms. Seefoo and/or other aggrieved employees. Ms. Seefoo and/or other aggrieved employees, for example, would arrive at the store and begin working before their scheduled work time. The store manager was not only aware of this, but directly asked Ms. Seefoo and/or other aggrieved employees to arrive early to perform work. Although schedules typically showed Ms. Seefoo and/or other aggrieved employees arriving at 10:15am, K&L Wine Merchants, for example, required them to arrive by 10:00am on



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Thursdays to participate in beverage tastings, but failed to pay them for that time. Additionally, by requiring Ms. Seefoo and/or other aggrieved employees to log on to K&L Wine Merchants' inventory and order platform by 10:15am, they had to arrive at the store, collect phones, and use those phones to log on to the platform before 10:15am. K&L Wine Merchants failed to pay Ms. Seefoo and/or other aggrieved employees for those hours worked. K&L Wine Merchants asked Ms. Seefoo and/or other aggrieved employees to show up several hours before 10:15am to work and did not pay them for that time. K&L Wine Merchants also required Ms. Seefoo and/or other aggrieved employees to stay after the end of their scheduled hours to assist customers who arrived at the store shortly before it closed and help with closing even though K&L Wine Merchants did not adjust their timesheets or pay them minimum wages or overtime wages for the additional time.

K&L Wine Merchants discouraged and prevented Ms. Seefoo and/or other aggrieved employees from adjusting their work schedule to accurately reflect the hours they worked each day to avoid, *inter alia*, paying minimum and overtime wages as required by California law. K&L Wine Merchants forced Ms. Seefoo and/or other aggrieved employees to accept and use comp time in lieu of overtime compensation even though they did not request comp time in lieu of overtime compensation and had not entered into a written comp time agreement with K&L Wine Merchants before the performance of work. K&L Wine Merchants adjusted Ms. Seefoo's and/or other aggrieved employees' schedules without their approval to avoid paying minimum wages, overtime wages, and meal break premiums.

Although K&L Wine Merchants incorporated a 1-hour meal break into their work schedules, Ms. Seefoo and/or other aggrieved employees were sometimes unable to take a 1-hour or even 30-minute meal break due to understaffing. On those days, K&L Wine Merchants neither adjusted their work schedules, paid them for that time, nor paid meal period premiums. Moreover, due to the understaffing, Ms. Seefoo and/or other aggrieved employees were forced to take their lunch breaks well after the end of their fifth consecutive hour of work. K&L Wine Merchants failed to pay Ms. Seefoo and/or other aggrieved employees meal period premiums when they were unable to take meal breaks before the end of their fifth hour of work. Ms. Seefoo and/or other aggrieved employees did not agree to any meal break waiver. K&L Wine Merchants encouraged Ms. Seefoo and/or other aggrieved employees to work through meal and rest breaks and stay inside the store during breaks. K&L Wine Merchants discouraged Ms. Seefoo and/or other aggrieved employees from taking and failed to provide them with timely, complete, and uninterrupted rest breaks. K&L



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Wine Merchants failed to pay Ms. Seefoo and/or other aggrieved employees rest break premiums in accordance with California law.

K&L Wine Merchants failed to properly pay Ms. Seefoo and/or other aggrieved employees, *inter alia*, overtime wages because they failed to accurately calculate their regular rate. K&L Wine Merchants calculated Ms. Seefoo's and/or other aggrieved employees' overtime rate using their base hourly rate instead incorporating non-discretionary quarterly bonuses and earned commissions into their calculation.

As a result of the foregoing, among other violations of the California Labor Code, Ms. Seefoo's and/or other aggrieved employees' wage statements were inaccurate and incomplete because they, *inter alia*, failed to include all gross wages earned, total hours worked, net wages earned, and applicable hourly rates. K&L Wine Merchants willfully failed to pay Ms. Seefoo and/or other aggrieved employees all wages due upon separation.

K&L Wine Merchants failed to reimburse Ms. Seefoo and/or other aggrieved employees for necessary business expenses they incurred. For example, even though they were required to use their personal phone to sign in to work scanners to perform their job, K&L Wine Merchants failed to reimburse them for using their personal phone for work-related purposes.

Sincerely,

/s/ Gabriel M. Huey

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