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Attorney for Plaintiff VANESSA BARRON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

VANESSA BARRON, an individual, on
behalf of herself and all other aggrieved
employees,

Plaintiff,

vs.

LOS ANGELES APPAREL, INC., a
Delaware corporation; JOHN NEWMAN, an
individual; and DOES 1 through 10
inclusive,

Defendants.

CASE NO.: 23STCV15452

COMPLAINT FOR:

1. Sexual Harassment (Cal. Civ. Code § 51.9);
2. Sexual Harassment in Violation of FEHA (Hostile Work Environment);
3. *Quid Pro Quo* Sexual Harassment;
4. Failure to Prevent Hostile Work Environment and Harassment in Violation of FEHA;
5. PAGA Civil Penalties (Labor Code § 2698 *et seq.*).

JURY TRIAL REQUESTED

Plaintiff VANESSA BARRON (“Plaintiff”), an individual, hereby brings this Complaint against Defendants LOS ANGELES APPAREL, INC., a Delaware corporation (“LA APPAREL”); JOHN NEWMAN, an individual (“NEWMAN”); and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to her own acts and on information and belief as to other matters as follows:

1 **NATURE OF ACTION**

2 1. Plaintiff BARRON brings individual claims to statutory, compensatory and
3 punitive damages, penalties, interest as allowed by law, costs, attorneys' fees, declaratory relief,
4 and other appropriate and just relief due to Defendants' unlawful conduct in violation of
5 Plaintiff's rights under state law to be free from sexual harassment and discrimination in violation
6 of California common law, California Government Code ("Government Code"), and California
7 Civil Code ("Civil Code") as well as liquidated and statutory damages, restitution, interest as
8 allowed by law, costs, attorneys' fees, and other sums that Defendants owe to her.

9 2. Plaintiff BARRON further brings a claim under the Private Attorneys General Act
10 of 2004, codified as California Labor Code § 2698 *et seq.*, to recover civil penalties, reasonable
11 attorneys' fees, costs, wages and other recoverable sums in her representative capacity as an
12 "aggrieved employee" on behalf of all other current and former aggrieved employees of
13 Defendant LA APPAREL.

14 **JURISDICTION AND VENUE**

15 3. This Court has jurisdiction over all causes of action alleged in this Complaint
16 under the California Constitution, Article VI, Section 10. The monetary damages, restitution,
17 penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of this
18 Court and will be established according to proof at trial.

19 4. This Court has specific personal jurisdiction over LA APPAREL because it has
20 sufficient minimum contacts with California, having intentionally availed itself of the California
21 forum so as to render the exercise of jurisdiction over it by this Court consistent with traditional
22 notions of fair play and substantial justice. On information and belief, LA APPAREL has derived
23 substantial business and/or revenues from products sold in California to the state's residents and
24 services performed in California by its residents, including but not limited to products sold at and
25 services provided at LA APPAREL's warehouse in Downtown Los Angeles. This Court has
26 general personal jurisdiction over NEWMAN because he is an individual domiciled in California.

27 5. Venue in Los Angeles County is proper under California Business & Professions
28 Code Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial

1 part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in
2 this County, Defendants operate warehouses in this County, and thus conduct substantial business
3 in this County, and/or Defendants' liability arose in this County.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 6. Prior to filing this Complaint, Plaintiff filed a timely administrative charge with
6 the DFEH and received a right-to-sue letter.

7 **PARTIES**

8 7. Plaintiff is, and at all relevant times herein has been, an individual residing in Los
9 Angeles County, California. Defendant LA APPAREL employed Plaintiff as a non-exempt
10 hourly employee during the PAGA Period and Plaintiff's employment with Defendant LA
11 APPAREL ended within one (1) year of the filing of this action. Plaintiff worked out of
12 Defendant LA APPAREL's warehouse in Downtown Los Angeles. Her primary job duties were
13 filling in orders for customers online and delivering packages

14 8. Plaintiff is an "aggrieved employee" within the meaning of the PAGA since she
15 suffered one or more of the violations stated herein. Plaintiff brings a claim for civil penalties and
16 other recoverable sums under the PAGA as a representative aggrieved employee on behalf of all
17 current and former employees of Defendant LA APPAREL during the PAGA Period. The PAGA
18 Period is defined as from one year prior to Plaintiff's notice of Labor Code violations to the Labor
19 Workforce and Development Agency ("LWDA") and certified mailing of said notice to
20 Defendant LA APPAREL until resolution of this action.

21 9. The "aggrieved employees" for purposes of the representative claim for PAGA
22 penalties include all current and former non-exempt employees of Defendant LA APPAREL
23 during the PAGA Period.

24 10. Defendant LA APPAREL is a Delaware corporation, having its principal place of
25 business in Los Angeles County. LA APPAREL is, and at all relevant times was, an employer
26 subject to California's wage and hour laws and the Fair Employment and Housing Act. LA
27 APPAREL aided and abetted in NEWMAN's sexual harassment of Plaintiff, which is prohibited
28 under Government Code Section 12940(i). LA APPAREL regularly conducts business within the

1 State of California and derives revenues from services performed in California. LA APPAREL is,
2 and at all relevant times was, an employer subject to California state wage and hour laws.
3 Plaintiff is informed, believes, and thereon alleges that the practices and policies of LA
4 APPAREL that are complained of by way of this Complaint were implemented during the PAGA
5 Period.

6 11. Defendant JOHN NEWMAN is an individual residing in Los Angeles County,
7 California. NEWMAN was Plaintiff's direct supervisor. NEWMAN used position of power as
8 Plaintiff's direct supervisor to severely and pervasively make unwanted sexual advances towards
9 Plaintiff during her employment.

10 12. Defendant LA APPAREL continues to employ non-exempt employees within
11 California.

12 13. Plaintiff is informed, believes and on that basis alleges, that at all relevant times
13 mentioned herein, Defendants were and are employers and/or joint employers of Plaintiff and the
14 aggrieved employees as defined in and subject to the California Labor Code and IWC Wage
15 Orders.

16 14. Defendant Does 1 through 10, are sued under fictitious names pursuant to Code of
17 Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint in the
18 event such names and identities are ascertained. Plaintiff is informed and believes, and on that
19 basis alleges, that each of the fictitiously named defendants is and/or was responsible in some
20 manner for, gave consent to, ratified, and/or authorized the conduct alleged herein, thereby
21 causing damage to Plaintiff and the other aggrieved employees. At all relevant times mentioned
22 herein, all defendants acted as agents of all other defendants in committing the acts alleged
23 herein.

24 15. On information and belief, Plaintiff alleges that each defendant directly or
25 indirectly, through agents or other persons or entities, employed and/or exercised control over the
26 wages, hours and working conditions of Plaintiff and the aggrieved employees. Plaintiff further
27 alleges that each defendant acted in all respects pertinent to this action as the agent of the other
28 defendants, carried out in a joint scheme, plan or policy, such that that the acts of each defendant

1 are legally attributable to all other defendants. Plaintiff is informed and believes, and on that
2 basis alleges, that Defendants are alter egos of each other and in all respects acted as the
3 employers and/or joint employers of Plaintiff and the aggrieved employees.

4 16. At all relevant times herein, Defendants were agents of each other and acting
5 within the course and scope of their agency.

6 **FACTS COMMON TO PLAINTIFF'S FOURTH CAUSE OF ACTION FOR**
7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

8 17. Plaintiff BARRON was employed by Defendant LA APPAREL as a non-exempt
9 employee.

10 18. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
11 herein, Defendant LA APPAREL was advised by skilled lawyers, employees and other
12 professionals who were knowledgeable about California wage and hour law, employment and
13 personnel practices, and the requirements under California law.

14 19. Plaintiff is informed and believe, and thereon allege, that at all times mentioned
15 herein, Defendant LA APPAREL knew or should have known that they had a duty to compensate
16 Plaintiff and aggrieved employees, and that Defendant LA APPAREL had the financial ability to
17 pay such compensation but willfully, knowingly and intentionally failed to do so, all in order to
18 increase Defendant LA APPAREL's profits.

19 20. Through this action, Plaintiff alleges that Defendant LA APPAREL has engaged in
20 a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage
21 Orders.

22 21. Defendant LA APPAREL committed the violations set forth in this Complaint
23 against all other current and former aggrieved employees throughout the PAGA Period,
24 continuing through the present date. Defendant LA APPAREL maintained non-compliant
25 employment policies and practices which were applied to Plaintiff and all other aggrieved
26 employees.

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28 //

1 22. **Unpaid Overtime and Minimum Wages:** Plaintiff is informed and believes, and
2 thereon alleges, that Defendant LA APPAREL knew or should have known that Plaintiff and
3 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular
4 rate of pay, and overtime wages, and that they were not receiving minimum, regular, and
5 overtime wages for all work that was required to be performed. Plaintiff is informed and believes,
6 and thereon alleges, that during the PAGA Period, Plaintiff and Aggrieved Employees regularly
7 worked in excess of eight (8) and/or 10 hours per workday and/or 40 hours per workweek.
8 Defendant LA APPAREL's practices and policies deprived Plaintiff and/or other Aggrieved
9 Employees of minimum, regular, overtime, and/or double time wages for work they performed
10 off the clock. Specifically, Defendant LA APPAREL required Plaintiff and/or other Aggrieved
11 Employees to complete work-related tasks off the clock. Defendant LA APPAREL rounded
12 Plaintiff and/or other Aggrieved Employees' hours worked, thereby depriving them of wages for
13 all hours worked at the legally mandated rates. Moreover, Defendant LA APPAREL did not
14 compensate Plaintiff and/or other Aggrieved Employees for all hours worked because Plaintiff
15 and/or other Aggrieved Employees were regularly on-duty during their meal and/or rest periods.
16 Finally, Defendant LA APPAREL failed to accurately calculate the regular rate of pay, and
17 thereby the proper overtime and double time rate of pay, for Plaintiff and other Aggrieved
18 Employees.

19 23. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges,
20 that Defendants knew or should have known that Plaintiff and Aggrieved Employees were
21 entitled to receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of
22 work, or payment of one additional hour of pay at their regular rate of pay when they did not
23 receive a compliant meal period. For example, due to understaffing and Defendant LA
24 APPAREL's fast-paced environment, Plaintiff and/or other Aggrieved Employees were often
25 required to take their meal periods late or work through their meal periods. In addition, Defendant
26 LA APPAREL failed to authorize and permit and/or make available to Plaintiff and/or other
27 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
28 Defendant LA APPAREL rounded Plaintiff and/or other Aggrieved Employees' time punches for

1 meal periods. Accordingly, Defendant LA APPAREL failed to authorize and permit and/or make
2 available to Plaintiff and/or other Aggrieved Employees timely, uninterrupted off-duty meal
3 periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a
4 workday, and failed to compensate Plaintiff and/or other Aggrieved Employees with an additional
5 hour of pay at their regular rate of pay for every day in which they were denied a compliant meal
6 period.

7 **24. Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges,
8 that Defendant LA APPAREL knew or should have known that Plaintiff and Aggrieved
9 Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period for every four
10 (4) hours worked, or major fraction thereof, or payment of one additional hour of pay at their
11 regular rate of pay when they were not permitted to take a compliant rest period. Specifically,
12 Defendant LA APPAREL failed to implement a rest break policy and/or practice, and failed to
13 provide uninterrupted, off-duty 10-minute rest breaks. As such, Plaintiff and Aggrieved
14 Employees' rest breaks were regularly missed or had them interrupted. Despite these violations,
15 Defendant LA APPAREL failed to pay Plaintiff and Aggrieved Employees one additional hour of
16 pay at their regular rate of pay when they did not receive a compliant rest break.

17 **25. Unreimbursed Business Expenses:** Plaintiff is informed and believes, and
18 thereon alleges, that Defendant LA APPAREL knew or should have known that Plaintiff and
19 Aggrieved Employees were entitled to reimbursement for their necessary work-related business
20 expenses. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved
21 Employees were required to use their personal cell phones, without reimbursement, to carry out
22 their jobs, including to communicate with Defendant LA APPAREL.

23 **26. Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges,
24 that Defendant LA APPAREL knew or should have known that Plaintiff and Aggrieved
25 Employees who separated from their employment with Defendant LA APPAREL during the
26 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
27 Plaintiff and Aggrieved Employees did not receive payment of all wages owed upon separation
28 within the permissible time period due to, *inter alia*, Defendant LA APPAREL's failure to pay all

1 wages, meal and rest period premiums, and reimburse expenses.

2 27. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon
3 alleges that Defendant LA APPAREL knew or should have known that Plaintiff and Aggrieved
4 Employees were entitled to receive complete and accurate wage statements. In violation of the
5 Labor Code and IWC Wage Orders, Plaintiff and Aggrieved Employees were not furnished with
6 complete and accurate wage statements that show all of the information required by Labor Code
7 section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
8 all applicable hourly rates in effect during the pay period, the corresponding number of hours
9 worked at each hourly rate, and the entity name(s).

10 28. **Failure to Keep Accurate Records:** Plaintiff is informed and believes, and
11 thereon alleges, that Defendant LA APPAREL knew or should have known that Defendant LA
12 APPAREL was required to keep accurate records of the hours worked by Plaintiff and Aggrieved
13 Employees. In violation of the California Labor Code, Defendant LA APPAREL failed to
14 maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to the
15 unlawful practices mentioned above.

16 29. Plaintiff is informed, believes, and thereon alleges that Defendant LA APPAREL
17 actions as described throughout this Complaint were willful.

18 **FACTS COMMON TO ALL OTHER CAUSES OF ACTION**

19 30. Defendants employed Plaintiff as a warehouse employee from early 2019 until
20 Defendants' (wrongfully) terminated her employment on September 16, 2022. Her primary job
21 duties were filling in orders for customers online and delivering packages.

22 31. NEWMAN was Plaintiff's direct supervisor. For several months, NEWMAN used
23 his position as Plaintiff's director supervisor to subject her to severe and pervasive sexual
24 harassment by, among other things, initiating inappropriate communications with Plaintiff of a
25 sexual nature and questioning Plaintiff about her personal life and making her feel uncomfortable.
26 NEWMAN's actions which constituted sexual harassment of Plaintiff were witnessed by several
27 of Defendants' employees. LA APPAREL is strictly liable for the sexual harassment of Plaintiff
28 perpetrated by Plaintiff's supervisor NEWMAN.

32. Plaintiff feared that if she formally reported NEWMAN, her direct supervisor, she would lose her job, which she needed to support herself. (Unfortunately, she was right.)

33. To make matters worse, after suffering severe and pervasive sexual harassment from NEWMAN for several months, NEWMAN's wife began to harass and intimidate Plaintiff. Plaintiff reported multiple incidents of harassment to Defendants. Defendants did nothing to prevent the harassment of Plaintiff. Instead, Defendants terminated Plaintiff's employment in violation of California law.

34. After suffering this severe and pervasive sexual harassment at work, Plaintiff has suffered and continues to suffer anxiety along with physical and emotional distress.

FIRST CAUSE OF ACTION

SEXUAL HARASSMENT (CAL. CIV. CODE § 51.9)

(Against All Defendants)

35. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint as though fully set forth herein.

36. Plaintiff had a business, service, and/or professional relationship with Defendants.

37. Defendants sexually harassed Plaintiff, which was unwelcome and pervasive and/or severe.

38. Plaintiff was unable to easily end the relationship with Defendants.

39. On information and belief, Plaintiff's sex and/or gender was a motivating factor in Defendants' unlawful treatment of her.

40. Defendants, including LA APPAREL, took no action to prevent the sexual harassment of Plaintiff.

41. LA APPAREL is strictly liable for the sexual harassment of Plaintiff perpetrated by Plaintiff's supervisor NEWMAN.

42. As a direct and proximate result of Defendants' willful, knowing, and intentional sexual harassment of Plaintiff, Plaintiff has sustained and continues to sustain damages, including losses of earnings and benefits, according to proof at trial.

43. As a direct and proximate result of Defendants' willful, knowing and intentional

1 sexual harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
2 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
3 according to proof at trial.

4 44. Defendants' sexual harassment was done intentionally, in a malicious, oppressive,
5 fraudulent manner, entitling Plaintiff to punitive damages.

6 45. Plaintiff seeks all damages and remedies allowed by Civil Code Section 52.

7 46. Pursuant to Civil Code Section 52.1(i), Plaintiff is entitled to reasonable attorneys'
8 fees and costs, including expert witness fees.

9 **SECOND CAUSE OF ACTION**

10 **SEXUAL HARASSMENT IN VIOLATION OF FEHA (HOSTILE WORK** 11 **ENVIRONMENT)**

12 **(Against All Defendants)**

13 47. Plaintiff incorporates by reference the allegations in all paragraphs in this
14 Complaint as though fully set forth herein.

15 48. At all relevant times, Government Code Sections 12955(a) and (d), were in full
16 force and effect and was binding on Defendants. These statutes require Defendants to refrain from
17 sexually harassing their employees.

18 49. As alleged in this Complaint, during Plaintiff's employment with Defendants,
19 Plaintiff's supervisor NEWMAN engaged in actions that constituted sexual harassment of
20 Plaintiff. These actions created a hostile working environment for Plaintiff. All these actions
21 were taken against Plaintiff's will and desire. These acts of misconduct occurred for several
22 months until Plaintiff was terminated.

23 50. Defendants, including LA APPAREL, took no action to prevent the sexual
24 harassment of Plaintiff.

25 51. LA APPAREL is strictly liable for the sexual harassment of Plaintiff perpetrated
26 by Plaintiff's supervisor NEWMAN. As a direct and proximate result of Defendants' willful,
27 knowing, and intentional sexual harassment of Plaintiff, Plaintiff has sustained and continues to
28 sustain damages, including losses of earnings and benefits, according to proof at trial.

52. As a direct and proximate result of Defendants' willful, knowing and intentional sexual harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof at trial.

53. Defendants' sexual harassment was done intentionally, in a malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

54. Pursuant to Government Code Section 12965(b), Plaintiff is entitled to recover costs, including reasonable attorneys' fees and expert witness fees, according to proof at trial.

THIRD CAUSE OF ACTION

QUID PRO QUO SEXUAL HARASSMENT

(Against All Defendants)

55. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint as though fully set forth herein.

56. At all relevant times, Government Code Section 12940(j), was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from sexually harassing any employee because of sex or gender.

57. During Plaintiff's employment, NEWMAN subjected Plaintiff to unwelcome sexual advances. Given NEWMAN's position as Plaintiff's direct supervisor, submission to this conduct was made implicitly a term or condition of Plaintiff's employment. Plaintiff's rejection of NEWMAN's conduct was used as the basis for employment decisions affecting Plaintiff, including her termination.

58. Defendants, including LA APPAREL, took no action to prevent the sexual harassment of Plaintiff.

59. LA APPAREL is strictly liable for the sexual harassment of Plaintiff perpetrated by Plaintiff's supervisor NEWMAN. As a direct and proximate result of Defendants' willful, knowing, and intentional sexual harassment of Plaintiff, Plaintiff has sustained and continues to sustain damages, including losses of earnings and benefits, according to proof at trial.

60. As a direct and proximate result of Defendants' willful, knowing and intentional

1 sexual harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
2 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
3 according to proof at trial.

4 61. Defendants' sexual harassment was done intentionally, in a malicious, oppressive,
5 fraudulent manner, entitling Plaintiff to punitive damages.

6 62. Pursuant to Government Code Section 12965(b), Plaintiff is entitled to recover
7 costs, including reasonable attorneys' fees and expert witness fees, according to proof at trial.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PREVENT HOSTILE WORK ENVIRONMENT AND HARASSMENT**

10 **(Against All Defendants)**

11 63. Plaintiff incorporates by reference the allegations in all paragraphs in this
12 Complaint as though fully set forth herein.

13 64. At all relevant times, Government Code Section 12940(k), was in full force and
14 effect and was binding on Defendants. This statute states that it is an unlawful employment
15 practice in California for an employer "to fail to take all reasonable steps necessary to prevent
16 discrimination and harassment from occurring." In fact, California "[e]mployers have an
17 *affirmative* duty to create a workplace environment that is free from employment practices
18 prohibited by [the Fair Employment and Housing Act]." Cal. Code Regs. tit. 2, § 11023(b)
19 (emphasis added). Defendants' purported harassment fails to comply with California law. Cal.
20 Code Regs. tit. 2 § 11023.

21 65. In the course of Plaintiff's employment, Defendants failed to prevent their
22 employees, customers, or agents from engaging in actions that resulted in Plaintiff being treated
23 less favorably because of Plaintiff's protected status. Defendants failed to prevent their
24 employees, including NEWMAN, from engaging in unjustified employment practices against
25 employees, namely Plaintiff, in such protected class. Defendants failed to prevent a pattern and
26 practice by their employees, including NEWMAN, of intentional discrimination and harassment
27 on the bases of protected statuses or protected activities.

28 66. Plaintiff is informed, believes, and thereon alleges that her gender or other

1 protected status or activity were substantial motivating factors in NEWMAN's sexual harassment
2 of her.

3 67. As a direct and proximate result of Defendants' willful, knowing, and intentional
4 sexual harassment of Plaintiff, Plaintiff has sustained and continues to sustain damages, including
5 losses of earnings and benefits, according to proof at trial.

6 68. As a direct and result of Defendants' willful, knowing and intentional sexual
7 harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional
8 distress, and mental and physical pain and anguish, all to her damage in a sum according to proof
9 at trial.

10 69. Defendants' sexual harassment was done intentionally, in a malicious, oppressive,
11 fraudulent manner, entitling Plaintiff to punitive damages.

12 70. Pursuant to Government Code Section 12965(b), Plaintiff is entitled to recover
13 costs, including reasonable attorneys' fees and expert witness fees, according to proof at trial

14 **FIFTH CAUSE OF ACTION**

15 **Violation of the Private Attorneys General Act of 2004**

16 **(Cal. Lab. Code §§ 2698, et seq.)**

17 **(Against Defendants LA APPAREL and DOES 1-10)**

18 71. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
19 though fully set forth herein.

20 72. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
21 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
22 commissions, boards, agencies or employees for violation of the code may, as an alternative, can
23 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
24 herself and other current or former employees pursuant to the procedures specified in Labor Code
25 Section 2699.3.

26 73. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
27 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged
28

1 to have been violated, and after receiving notice from the LWDA of its intention not to
2 investigate or after 65 days have passed without notice from the LWDA.

3 74. On March 14, 2023, Plaintiff gave written notice of the specified provisions
4 alleged to have been violated, including the facts and theories to support the alleged violations, as
5 required by Labor Code Section 2699.3. This written notice was provided via certified mail to
6 Defendant LA APPAREL and to the LWDA by electronically filing the notice via the
7 Department of Industrial Relations' website. More than 65 days have passed since Plaintiff
8 submitted her PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff
9 has exhausted the procedural requirements under Labor Code Section 2699.3 as to Defendant LA
10 APPAREL and is therefore able to pursue a claim for penalties on behalf of herself and all other
11 Aggrieved Employees under PAGA.

12 75. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code Section 2699(f) imposes upon Defendant LA APPAREL a
14 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
15 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
16 for each subsequent pay period in which Defendant LA APPAREL violated these provisions of
17 the Labor Code.

18 76. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil
19 penalties for any alleged violation of the following provisions: subdivision (k) of Section 96,
20 Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2,
21 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222,
22 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section
23 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231,
24 subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and
25 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513,
26 551, 552, 601, 602, 603, 604, 750, 7 51.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973,
27 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section
28 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections

1 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,
2 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
3 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
4 1700.25, 17 00.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776,
5 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800,
6 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
7 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

8 77. Labor Code Section 558(a) provides “[a]ny employer or other person acting on
9 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare Commission,
11 or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the
12 Labor Code], shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
13 dollars (\$50) for each underpaid employee for each pay period for which the employee was
14 underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
15 employee for each pay period for which the employee was underpaid.”

16 78. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
17 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
18 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
19 order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
20 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
21 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
22 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
23 pay period for which the employee is underpaid regardless of whether the initial violation is
24 intentionally committed.”

25 79. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
28 for each violation in a subsequent citation, for which the employer fails to provide the employee a

1 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
2 The civil penalties provided for in this section are in addition to any other penalty provided by
3 law.”

4 80. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
5 maintain accurate and complete payroll records showing the hours worked daily by and the wages
6 paid to employees.

7 81. Defendant LA APPAREL’s conduct with respect to Plaintiff and the other
8 Aggrieved Employees violates numerous Labor Code Sections including, but not limited to, the
9 following:

- 10 a. Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
11 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
12 regular, and overtime wages) owed to Plaintiff and other Aggrieved Employees
13 during employment and upon separation of employment as herein alleged;
- 14 b. Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
15 periods to Plaintiff and other Aggrieved Employees and failure to pay premium
16 wages for missed meal periods as herein alleged;
- 17 c. Violation of Labor Code Sections 226.7 for failure to permit rest breaks to Plaintiff
18 and other Aggrieved Employees and failure to pay premium wages for missed rest
19 periods as herein alleged;
- 20 d. Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
21 itemized wage statements to Plaintiff and other Aggrieved Employees as herein
22 alleged;
- 23 e. Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
24 calculate sick pay at the regular rate of pay for the workweek in which Plaintiff
25 and/or other Aggrieved Employees used paid sick time, or by dividing the Plaintiff
26 and/or other Aggrieved Employees’ total wages, not including overtime premium
27 pay, by the Plaintiff and/or other Aggrieved Employees’ total hours worked in the
28 full pay periods of the prior 90 days of employment, in violation of Labor Code

Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

- f. Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved Employees vested vacation wages;
- g. Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff and/or Aggrieved Employees less than the statutory or contractual rate
- h. Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein alleged; and
- i. Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business expenses to Plaintiff and other Aggrieved Employees as herein alleged.

82. As set forth above, Defendant LA APPAREL have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for herself, the underpaid employees, and the State of California.

83. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged violators and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other Aggrieved Employees.

84. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited above.

85. For bringing this action, Plaintiff is also entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

- 1. For compensatory damages and general damages according to proof with interest

1 thereon;

2 2. For economic and/or special damages, and/or liquidated damages according to
3 proof with interest thereon;

4 3. For other damages, monetary relief, and penalties, including interest thereon;

5 4. For prejudgment interest on all sums recovered pursuant to other compensatory
6 damages at the legal rate from the date of injury or pursuant to California Code of Civil Procedure
7 Sections 3287 and 3289, and Labor Code Section 218.6;

8 5. For liquidated damages pursuant to Labor Code Section 1194.2;

9 6. For statutory penalties to the extent permitted by law, including those pursuant to
10 the Labor Code and IWC Wage Orders;

11 7. For exemplary and punitive damages in an amount sufficient to deter Defendants;

12 8. For attorneys' fees pursuant to Code of Civil Procedure Section 1021.5,
13 Government Code Sections 12965(b) and 52.1(i) and any other applicable provisions of law;

14 9. For costs of suit incurred; and

15 10. For any other and further relief as the Court deems just and proper.

16 WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, prays for
17 judgment and the following specific relief against Defendant LA APPAREL, jointly and
18 severally, as follows:

19 11. For civil penalties against Defendant LA APPAREL on behalf of all Aggrieved
20 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and
21 2698, *et seq.*;

22 12. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
23 including pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of
24 Civil Procedure Section 1021.5; and

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13. For such other relief as the Court deems just and proper.

Dated: June 28, 2023

ALAMI LAW GROUP

By 

David Alami
Shaheen A. Etemadi
Attorney for Plaintiff VANESSA BARRON

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: June 28, 2023

ALAMI LAW GROUP

By 

David Alami
Shaheen A. Etemadi
Attorney for Plaintiff VANESSA BARRON