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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Marcus Nunes, as a proxy for the State of
California,

Plaintiffs,

vs.

MICHAEL KORS STORES (CALIFORNIA),
INC., a corporation; MICHAEL KORS
STORES (CALIFORNIA), LLC, a limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CGC-23-608047

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND EXCEEDS \$35,000.00

1 Plaintiff Bettina Rempe (“Plaintiff”), hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Michael Kors Stores
3 (California), Inc., a corporation and Michael Kors Stores (California), LLC, a limited liability
4 company (collectively, “Defendant,” or the “Company”), and DOES 1-100 (hereinafter
5 collectively referred to as “Defendants”), as a proxy for the State of California and on behalf of
6 all similarly aggrieved employees for violations of the California Labor Code, including without
7 limitation, failure to: pay minimum, regular and overtime wages; provide meal and rest periods;
8 reimburse business expenses; provide employees with accurate itemized wage statements; and
9 timely pay wages to terminated employees as follows:

10 **JURISDICTION AND VENUE**

11 1. This Court has jurisdiction over the violations of the California Labor Code §§
12 201-204, 226, 226.7, 510, 558, 512, 1194, 1197, 1197.1, and 2802, and the Private Attorneys
13 General Act (the “PAGA”), Labor Code § 2698, *et seq.*

14 **PARTIES**

15 2. Plaintiff worked as a non-exempt retail store employee for Defendant until in or
16 around March 2024.

17 3. Defendants are engaged in the retail industry and operate in the State of
18 California, including in San Francisco County.

19 **DOE DEFENDANTS**

20 4. Plaintiff does not know the true names or capacities, whether individual, partner
21 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
22 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
23 complaint when the true names and capacities are known. Plaintiff is informed and believes and,
24 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
25 matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment
26 practices, wrongs and injuries complained of herein.

27 **AGENCY STATUS OF EACH DEFENDANT**

28 5. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
2 Defendants, and each of them, were the agents, servants and employees of each of the other
3 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
4 acting within the course and scope of said agency and employment.

5 6. Plaintiff is informed and believes and, based thereon alleges, that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
7 joint venturer of, or working in concert with each of the other co-Defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity.
9 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
10 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 7. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15 8. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the violations as herein alleged. At all times herein
18 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
19 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the
20 acts and omissions of each and all of the other Defendants in proximately causing the violations
21 as herein alleged.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

24 **(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL**
25 **DEFENDANTS)**

26 9. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
27 though fully set forth herein.

28 10. Plaintiff brings this cause of action as a proxy for the State of California and in

1 this capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violation of
2 Labor Code §§ 201-204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, from
3 May 22, 2022, through the present.

4 11. Therefore, Plaintiff seeks penalties on behalf of the State of California and all
5 similarly situated non-exempt Aggrieved Employees for the alleged violations of California
6 Labor Code §§ 201-204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802. The
7 Company violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages,
8 including minimum, regular, and overtime wages, to Plaintiff and other similarly situated
9 aggrieved employees for mandatory off-the-clock work, including but not limited to, security
10 checks and walking employees to their cars. Specifically, the Company violated these provisions
11 by requiring Plaintiff and other non-exempt employees to undergo security checks and/or walk
12 employees to their cars, all without the payment of wages. The Company also Labor Code §§
13 226.7 and 512 by not authorizing and permitting duty-free meal and rest periods to Plaintiff and
14 other similarly situated employees, nor paying the requisite meal and rest period premium pay of
15 an additional hour of wages. The Company violated these provisions by requiring Plaintiff and
16 other employees to remain on work premises and/or keep their radios on during their breaks and
17 to respond to any radio calls if called upon during their meal and rest breaks. Further as a result
18 of such wage and meal and rest period violations, the Company violated Labor Code §§ 201-203
19 by not paying employees (including Plaintiff) all of their wages upon separation of employment
20 due to the underpaid wages and/or failure to pay meal and rest period premium wages and Labor
21 Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements
22 issued to Plaintiff and similarly aggrieved employees were inaccurate due to the wage and meal
23 and rest period violations set forth herein. The Company also violated Labor Code § 2802 by
24 requiring Plaintiff and other similarly situated aggrieved employees to use their personal cell
25 phones for work related purposes. Specifically, Plaintiff and similarly situated aggrieved
26 employees were required to download various work-related apps for payroll, social media and
27 communication purposes onto their personal cell phones. However, Plaintiff and the similarly
28 situated aggrieved employees were not reimbursed for any costs that they incurred for using their

1 personal cell phones.

2 12. On or about November 18, 2025, Plaintiff submitted Plaintiff's written notice to
3 the California Labor & Workforce Development Agency (the "LWDA") and to Defendants via
4 certified mail regarding Defendants' violations of Labor Code §§ 201-204, 226, 226.3, 226.7,
5 510, 512, 558, 1194, 1197, 1197.1, and 2802, pursuant to Labor Code § 2698, *et seq.*

6 13. As of the date of the filing of this Complaint, the LWDA has not provided written
7 notice as to whether it intends to investigate the Labor Code violations set forth in Plaintiff's
8 written notice and, thus, allowing Plaintiff to proceed under PAGA against Defendants for said
9 violations. Therefore, Plaintiff may seek all applicable penalties under the PAGA.

10 14. Pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
11 applicable remedies under the PAGA for Defendants' violation of Labor Code §§ 201-204, 226,
12 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, for the time periods described above
13 on behalf of all other Aggrieved Employees, including without limitation, civil penalties under
14 Labor Code §§ 226.3 and 2699, and for costs and attorneys' fees.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment to be entered in Plaintiff's favor and against
17 Defendants, and each of them, as follows:

18 1. Upon the First Cause of Action, for penalties pursuant to Labor Code §§ 226.3
19 and 2699, and for costs and attorneys' fees; and

20 2. Such other and further relief as the Court may deem proper.

21
22 Dated: January 9, 2026

LAW OFFICES OF CHOI & ASSOCIATES, APLC

23
24 By: 

25 Edward W. Choi
26 Attorneys for Plaintiff
27
28

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On January 9, 2026, I served the foregoing document(s) described as: **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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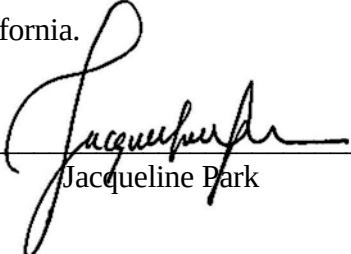
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 X **BY ELECTRONIC SERVICE**

I caused such document to be served on the offices of the addressees via electronic mail.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 9, 2026, at Los Angeles, California.



Jacqueline Park