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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ROXAN GANCINIA, an individual,  
JEANETTE MICHEL, an individual,  
ALICIA HERNANDEZ, an individual,  
DIANA C. JIMENEZ, an individual, FAITH  
SORIANO, an individual, an individual,  
MANINDER RAI, an individual, on behalf of  
themselves and all others similarly situated,  
and on behalf of the general public,

Plaintiff,

vs.

T.J. MAXX OF CA, LLC, a Virginia Limited  
Liability Company, and DOES 1 through 10,  
inclusive.

Defendants.

CASE NO. STK-CV-UOE-2023-0002923

FIRST AMENDED REPRESENTATIVE  
ACTION COMPLAINT FOR:

1. PENALTIES PURSUANT TO  
LABOR CODE SECTION 2699(f)  
FOR VIOLATIONS OF LABOR  
CODE §§ 226.7, 512, 558, 510, 1194,  
1194.2, 226(a),(e), 201-203,  
204(a)(b), 2802, 210, 218, 222, 6400,  
6401, 6403, 6404, 6407, 8 CCR 3202,  
17200, 1197, 1197.1, 233, 246, 1198,  
221, 227.3, 558(a)(1)(2)

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Attorneys for Plaintiff Faith Soriano

1 Plaintiffs Roxan Gancinia, Jeanette Michel, Alicia Hernandez, Diana C. Jimenez, Faith  
2 Soriano, and Maninder Rai, ("Plaintiffs"), on behalf of themselves and all others similarly situated,  
3 and on behalf of the general public as aggrieved employees and private attorney generals under  
4 the Private Attorney General Act of 2004 and on behalf of other "aggrieved employees" complains  
of Defendants as follows:

## 5 I. INTRODUCTION

6 1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on  
7 behalf of Plaintiffs and certain individuals who are employed by, or were formerly employed by  
8 T.J. Maxx Of CA, LLC and any subsidiaries or affiliated companies (hereinafter collectively  
referred to as "Defendants") within California.

9 2. For at least one (1) year prior to the filing of this action and continuing to the present  
10 (the "liability period"), Plaintiffs and Defendant's California employees were routinely unable,  
11 and not authorized to take their 10-minute rest periods and were also unable to take an  
12 uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiffs and  
13 Defendant's California employees were forced to continue working through their meal and rest  
14 breaks in order to assist Defendant's needs. Because of this, Plaintiffs and Defendant's California  
15 employees were unable to take their required meal and rest breaks. Moreover, Defendants failed  
16 to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiffs and  
17 Defendant's California employees who were denied timely meal and rest breaks, in violation of  
18 Labor Code §§ 226.7, 512, and 558, and IWC Order No. 7-2001, Sections 11 and 12, and 7-  
2001(A)(3).

19 3. Plaintiffs and Defendants' California employees were required to work off the  
20 clock for Defendant. Defendant routinely made Plaintiffs and its California employees undergo a  
21 COVID-19 screening process or perform other pre-shift duties prior to the start of their scheduled  
22 shifts. When Plaintiffs would arrive, they were not allowed to clock-in for the day until they  
23 passed a medical examination to screen Plaintiffs for symptoms of COVID-19. The time spent  
24 waiting in these COVID-19 screening line, undergoing the COVID-19 screening itself, and the  
25 time between completing the COVID-19 screening took Plaintiffs on the average of 3-5 minutes  
26 to complete. Moreover, Plaintiffs and Defendant California employees were asked to arrive to  
27 work 10 minutes prior to clocking in without being compensated for it. It took Plaintiffs on the  
28 average of 3-5 minutes to wait in line prior to clocking in. California employees also needed to

1 wait near the front of the store after clocking out but before being permitted to leave to allow for  
2 setting the alarm or other security checks. Defendants did not compensate Plaintiffs and  
3 Defendants' California employees if these tasks were completed outside of their regular work  
4 hours. Defendants did not compensate Plaintiffs and Defendants' California employees if these  
5 tasks were completed outside of their regular work hours. These excess hours were not recorded  
6 on our client's and Defendants' California employees wage statements. Plaintiffs and Defendant's  
7 California employees should have been compensated for that time, but they were not in violation  
8 of Labor Code Sections 510, 1194, 1194.2, 1197 and 1197.1.. As a result, Plaintiffs and  
9 Defendant's California employees were not paid for all hours worked including all straight time  
10 wages, and overtime wages. These failures to pay wages constitute violations of Labor Code §  
11 510, 1194, and 1197, and IWC Order No. 7-2001, Section 11.

12 4. Plaintiffs, on behalf of themselves and all other California employees of Defendant  
13 claims that Defendant has failed to pay all overtime wages due to non-exempt employees.  
14 Defendant pays their employees bonuses and commissions which are not included in the  
15 employees' regular rate of pay for the purposes of computing the proper overtime rate. As a result,  
16 employees are not properly compensated for work performed in excess of eight (8) hours in a  
17 workday and work performed in excess of forty (40) hours in a workweek and/or for meal period  
18 premiums, and/or sick pay at a rate of no less than one and one-half times the regular rate of pay.  
19 These failures to pay all overtime wages constitute violations of Labor Code §§ 226.7, 510, 1194,  
20 and 1194.2, and IWC Order No. 7-2001, Sections 11 and 12.

21 5. Defendants have required Plaintiffs and Defendant's California employees to work  
22 hours in excess of eight hours in a day and forty in a week but had not paid these employees  
23 overtime compensation as required by their collective bargaining agreement in violation of Labor  
24 Code § 222. Defendants also required employees to report for work but furnished less than half  
25 the usual or schedule pay or when reporting a second time in a single workday, in violation of  
26 Cal. Code Regs. Tit. 8 § 11040, subd. 5(A) and (B).

27 6. Defendants failed to issue Plaintiffs and Defendant's California employees  
28 accurately itemized wage statements. As Defendants failed to compensate Plaintiffs and  
Defendants' California employees with all wages due, as detailed above, their wage statements  
failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total  
hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor

1 Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding  
2 number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure  
3 to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with  
4 respect to Plaintiffs and Defendants' California employees.

5 7. Defendants knowingly and intentionally failed to provide Plaintiffs and  
6 Defendant's California employees timely, accurate, itemized wage statements in accordance with  
7 Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided  
8 to Plaintiffs and Defendant's California employees, and the records maintained by Defendants,  
9 have not accurately reflected actual gross wages earned, including pay for all hours worked,  
10 overtime, and meal/rest premiums, and total hour worked.

11 8. Our client further alleges that Defendants paid them and Defendant's California  
12 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As  
13 they were not paid all wages due and owing throughout the course of their employment as a result  
14 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,  
15 they were not paid all final wages due and owing for the entirety of their employment. This  
16 violates Labor Code §§ 201-203 and/or 227.3.

17 9. Defendant pays Plaintiffs and its California employees on a weekly basis and has  
18 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must  
19 be paid no later than seven calendar days following the close of the payroll period. Due to the  
20 violations described above, Plaintiffs and Defendant's California employees did not receive all of  
21 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

22 10. Defendant failed to reimburse Plaintiffs and Defendant's California employees for  
23 the equipment they purchased to perform work for Defendant such as face masks. Defendant  
24 further failed to reimburse its California employees for using their personal cell phones for the  
25 benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his  
26 or her employee for all necessary expenditures or losses incurred by the employee in direct  
27 consequence of the discharge of his or her duties." As such, Plaintiffs and Defendant's California  
28 employees have incurred reasonable and necessary expenses in the course of their job duties, which  
were not reimbursed by Defendant, in violation of Labor Code § 2802.

11. Defendants failed to continue to take precautions to ensure employee safety after  
the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory

1 syndrome coronavirus 2 (SARS-CoV-2). Plaintiffs and Defendant's California employees,  
2 directly after the onset of COVID, were required to partake in mandatory temperature and health  
3 checks, but these activities were not enforced or practiced quickly after the onset of COVID and  
4 when COVID was still a health risk to the employees. Plaintiffs and Defendant's California  
5 employees were also required to provide their own masks at the workplace. As a result of these  
6 practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407  
7 for failure to provide a safe and healthful environment for their Employees, as outlines above.  
8 Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 et seq.

9 12. Defendants failed to pay all wages earned to Plaintiffs and Defendant's California  
10 employees as a result of the unlawful employment policies and practices herein. As a result of  
11 these practices, Plaintiffs and Defendant's California employees were underpaid for hours  
12 worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay  
13 all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code §  
14 210 for failure to pay wages as required by law.

15 13. Plaintiff and other aggrieved employees perform tasks the reasonably permit the  
16 use of seats which were not provided under Cal. Code Regs. Tit. 8 § 1 1080(14). Plaintiff and other  
17 aggrieved employees further allege that sick time accrual was not accurately calculated under  
18 Labor Code section 246. Plaintiffs and all other aggrieved employees bring this claim pursuant to  
19 Business & Professions Code § 17200, et seq. The conduct of all Defendants as alleged above has  
20 been and continues to be unfair, unlawful, and harmful to Plaintiffs and Defendant's California  
21 employees.

22 14. Cal Lab. Code § 233 provides that an employer must permit an employee to use  
23 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate  
24 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for  
25 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave  
26 is used as paid sick time, an employee has a vested right to sick pay wages, which an employer  
27 must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt  
28 employees shall be calculated in the same manner as the regular rate of pay for the workweek in  
29 which the employee uses paid sick time, whether or not the employee actually works overtime in  
30 that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing  
31 the employee's total wages, not including overtime premium pay, by the employee's total hours

1 worked in the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218  
2 and 233, employees may sue to recover underpaid sick pay wages as damages.

3 15. Plaintiffs, on behalf of themselves and all other aggrieved employees, brings this  
4 action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203,  
5 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 11040 subdivision  
6 5(A)-(b), and 11070(14), 1197, 1197.1, 1198, 233, 246, 221, 227.3, 558(a)(1)(2) and Business and  
Professions Code section 17200.

7 16. Venue as to each Defendant is proper in this judicial district, pursuant to Code  
8 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts  
9 alleged herein took place in Stockton, California.

## 10 II. PARTIES

### 11 A. PLAINTIFF

12 17. Plaintiffs are residents of the State of California. At all times relevant herein, they  
13 were employed by Defendants throughout the State of California, including in San Joaquin County,  
California.

- 14 a. Plaintiff Roxan Gancinia worked at the T.J. Maxx store in Stockton, California,  
15 from on or about April 30, 2007 to on or about August 19, 2022.
- 16 b. Plaintiff Jeanette Michel worked at the T.J. Maxx store in Tustin, California,  
17 from on or about July 18, 2018 to on or about March 20, 2023.
- 18 c. Plaintiff Alicia Hernandez worked at the T.J. Maxx store in Bakersfield,  
19 California, from on or about September 29, 2008 to on or about March 23, 2023.
- 20 d. Plaintiff Maninder Rai worked at the T.J. Maxx store in Upland, California,  
21 from on or about August 15, 2019 to on or about March 16, 2023.
- 22 e. Plaintiff Diana Jimenez worked at the T.J. Maxx store in San Ysidro, California,  
23 from on or about November 20, 2012 to on or about August 19, 2022.
- 24 f. Plaintiff Faith Soriano worked at the T.J. Maxx store in Redondo Beach,  
25 California, from on or about January 26, 2023 to August 1, 2023.

26 18. Plaintiffs were employed by Defendants as non-exempt, hourly employees in  
27 California, including in and around the city of Stockton, County of San Joaquin. During Plaintiffs’  
28 employment:

A. Plaintiffs did not receive final wages at the time of their termination.

- 1 B. Plaintiffs were required to work without meal and rest periods, nor compensation in  
2 lieu thereof, as required by the Labor Code and relevant Wage Orders.
- 3 C. Plaintiffs were required to work either in excess of eight hours per workday or in excess  
4 of forty hours per workweek without receiving compensation at a rate of one and one  
5 half the regular rate of pay.
- 6 D. Plaintiffs were forced to receive inaccurately itemized and deficient wage statements,  
7 in violation of Labor Code § 226(a).
- 8 E. Plaintiffs did not receive their compensation in accordance with Labor Code § 204 in  
9 that Defendants failed to issues wages to its employees within seven (7) calendar days  
10 after the pay period ended.
- 11 F. Plaintiffs were not paid in a timely manner pertaining to the waiting time penalties in  
12 accordance with Labor Code §§ 201-203.
- 13 G. Defendant also failed to reimburse Plaintiffs and Defendant's California employees for  
14 reasonable and necessary expenses in the course of their job duties, in violation of  
15 Labor Code § 2802.
- 16 H. Plaintiffs allege they were denied suitable seating;
- 17 I. Plaintiffs allege that sick pay was unpaid or incorrectly calculated;
- 18 J. Plaintiffs allege they did not receive proper "reporting time" pay.

19 **B. DEFENDANTS**

20 18. Defendant T.J. Maxx of CA, LLC, is a Virginia Limited Liability Company doing  
21 business in Stockton, California. It operates within the State of California. Defendant employed  
22 Plaintiffs and similarly situated employees within California. The violations alleged herein arose  
23 in California.

24 19. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'  
25 CALIFORNIA EMPLOYEES," shall mean Defendant T.J. Maxx of CA, LLC's non-exempt  
26 employees in the State of California.

27 20. The true names and capacities, whether individual, corporate, associate, or  
28 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to  
Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure  
§ 474. Plaintiffs are informed and believes, and based thereon alleges, that each of the Defendants  
designated herein as a DOE is legally responsible in some manner for the unlawful acts referred

1 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and  
2 capacities of the Defendants designated hereinafter as DOES when such identities become known.

3 21. Plaintiff are informed and believes, and based thereon alleges, that each Defendant  
4 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
6 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
7 employer and/or joint employer of Plaintiffs and all other aggrieved employees.

### 8 FACTUAL ALLEGATIONS

9 22. Plaintiffs and Defendant's California employees were routinely unable, and not  
10 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
11 minute meal break for every shift they worked. Specifically, Plaintiffs and Defendant's California  
12 employees were forced to continue working through their meal and rest breaks in order to assist  
13 Defendant's needs. Because of this, Plaintiffs and Defendant's California employees were unable  
14 to take their required meal and rest breaks. Moreover, Defendants failed to pay or failed to  
15 properly calculate premium wages of one hour's pay for each missed meal and rest break to  
16 Plaintiffs and Defendant's California employees who were denied timely meal and rest breaks, in  
17 violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

18 23. Plaintiffs and Defendants' California employees were required to work off the  
19 clock for Defendant. Defendant routinely made Plaintiffs and its California employees undergo a  
20 COVID-19 screening process prior to the start of their scheduled shifts. When Plaintiffs would  
21 arrive, they were not allowed to clock-in for the day until they passed a medical examination to  
22 screen Plaintiffs for symptoms of COVID-19. The time spent waiting in these COVID-19  
23 screening line, undergoing the COVID-19 screening itself, and the time between completing the  
24 COVID-19 screening took Plaintiffs on the average of 3-5 minutes to complete. Moreover,  
25 Plaintiffs and Defendant California employees were asked to arrive to work 10 minutes prior to  
26 clocking in without being compensated for it. It took Plaintiffs on the average of 3-5 minutes to  
27 wait in line prior to clocking in. California employees also needed to wait near the front of the  
28 store after clocking out but before being permitted to leave to allow for setting the alarm or other  
security checks. Defendants did not compensate Plaintiffs and Defendants' California employees  
if these tasks were completed outside of their regular work hours. Defendants did not compensate  
Plaintiffs and Defendants' California employees if these tasks were completed outside of their

1 regular work hours. These excess hours were not recorded on our client's and Defendants'  
2 California employees wage statements. Plaintiffs and Defendant's California employees should  
3 have been compensated for that time, but they were not in violation of Labor Code Sections 510,  
4 1194, and 1194.2. As a result, Plaintiffs and Defendant's California employees were not paid for  
5 all hours worked including all straight time wages, and overtime wages. These failures to pay  
6 wages constitute violations of Labor Code § 510, 1194, and 1197, and IWC Order No. 7-2001,  
7 Section 11.

8 24. Plaintiffs, on behalf of themselves and all other California employees of Defendant  
9 claims that Defendant has failed to pay all overtime wages due to non-exempt employees.  
10 Defendant pays their employees bonuses and commissions which are not included in the  
11 employees' regular rate of pay for the purposes of computing the proper overtime rate. As a result,  
12 employees are not properly compensated for work performed in excess of eight (8) hours in a  
13 workday and work performed in excess of forty (40) hours in a workweek, and/or for meal period  
14 premiums, and/or sick pay, at a rate of no less than one and one-half times the regular rate of pay.  
15 These failures to pay all overtime wages constitute violations of Labor Code §§ 226.7, 510, 1194,  
16 and 1194.2, and IWC Order No. 7-2001, Sections 11 and 12.

17 25. Defendants have required Plaintiffs and Defendant's California employees to work  
18 hours in excess of eight hours in a day and forty in a week but had not paid these employees  
19 overtime compensation as required by their collective bargaining agreement in violation of Labor  
20 Code § 222. Defendants also required employees to report for work but furnished less than half  
21 the usual or schedule pay or when reporting a second time in a single workday, in violation of  
22 Cal. Code Regs. Tit. 8 § 11040, subd. 5(A) and (B).

23 26. Defendants failed to issue Plaintiffs and Defendant's California employees  
24 accurately itemized wage statements. As Defendants failed to compensate Plaintiffs and  
25 Defendants' California employees with all wages due, as detailed above, their wage statements  
26 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total  
27 hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor  
28 Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding  
number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure  
to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with  
respect to Plaintiffs and Defendants' California employees.

1           27. Defendants knowingly and intentionally failed to provide Plaintiffs and  
2 Defendant's California employees timely, accurate, itemized wage statements in accordance with  
3 Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided  
4 to Plaintiffs and Defendant's California employees, and the records maintained by Defendants,  
5 have not accurately reflected actual gross wages earned, including pay for all hours worked,  
overtime, and meal/rest premiums, and total hour worked.

6           28. Our client further alleges that Defendants paid them and Defendant's California  
7 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As  
8 they were not paid all wages due and owing throughout the course of their employment as a result  
9 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,  
10 they were not paid all final wages due and owing for the entirety of their employment. This  
violates Labor Code §§ 201-203, and/or 227.3.

11           29. Defendant pays Plaintiffs and its California employees on a weekly basis and has  
12 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must  
13 be paid no later than seven calendar days following the close of the payroll period. Due to the  
14 violations described above, Plaintiffs and Defendant's California employees did not receive all of  
their wages earned in a timely manner as required by Labor Code § 204(a)(b).

15           30. Defendant failed to reimburse Plaintiffs and Defendant's California employees for  
16 the equipment they purchased to perform work for Defendant such as face masks. Defendant  
17 further failed to reimburse its California employees for using their personal cell phones for the  
18 benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his  
19 or her employee for all necessary expenditures or losses incurred by the employee in direct  
20 consequence of the discharge of his or her duties." As such, Plaintiffs and Defendant's California  
21 employees have incurred reasonable and necessary expenses in the course of their job duties, which  
were not reimbursed by Defendant, in violation of Labor Code § 2802.

22           31. Defendants failed to continue to take precautions to ensure employee safety after  
23 the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory  
24 syndrome coronavirus 2 (SARS-CoV-2). Plaintiffs and Defendant's California employees, directly  
25 after the onset of COVID, were required to partake in mandatory temperature and health checks,  
26 but these activities were not enforced or practiced quickly after the onset of COVID and when  
27 COVID was still a health risk to the employees. Plaintiffs and Defendant's California employees  
28

1 were also required to provide their own masks at the workplace. As a result of these practices,  
2 Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure  
3 to provide a safe and healthful environment for their Employees, as outlines above. Defendants  
4 are liable for civil penalties pursuant to Cal. Labor Code § 2699 et seq.

5 32. Defendants failed to pay all wages earned to Plaintiffs and Defendant's California  
6 employees as a result of the unlawful employment policies and practices herein. As a result of  
7 these practices, Plaintiffs and Defendant's California employees were underpaid for hours  
8 worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay  
9 all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code §  
10 210 for failure to pay wages as required by law.

11 33. Plaintiff and other aggrieved employees perform tasks the reasonably permit the  
12 use of seats which were not provided under Cal. Code Regs. Tit. 8 § 1 1080(14). Plaintiffs and  
13 all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200,  
14 et seq. The conduct of all Defendants as alleged above has been and continues to be unfair,  
15 unlawful, and harmful to Plaintiffs and Defendant's California employees.

16 34. Cal Lab. Code § 233 provides that an employer must permit an employee to use  
17 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate  
18 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for  
19 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave  
20 is used as paid sick time, an employee has a vested right to sick pay wages, which an employer  
21 must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt  
22 employees shall be calculated in the same manner as the regular rate of pay for the workweek in  
23 which the employee uses paid sick time, whether or not the employee actually works overtime in  
24 that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing  
25 the employee's total wages, not including overtime premium pay, by the employee's total hours  
26 worked in the full pay periods of the prior 90 days of employment." Plaintiff and other aggrieved  
27 employees further allege that sick time accrual was not accurately calculated under Labor Code  
28 section 246. Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick  
pay wages as damages.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

1        **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**  
2        **CODE §§ 201-203, 204, 210, 218, 221, 222, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174,**  
3        **1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407; Business and**  
4        **Professions Code section 17200; California Code of Regulations, Title 8 sections 3202, 11040**  
5        **subdivision 5(A)-(b), and 11070(14); and any and all applicable Wage Orders.**

6        35. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
7 set forth herein.

8        36. As a result of the acts alleged herein, Plaintiffs seek penalties under Labor Code §  
9 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194,  
10 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8  
11 CCR 3202, 17200, 1197, 1197.1, 233, 246, 1198, 221, 227.3, 558(a)(1)(2); California Code of  
12 Regulations, Title 8 sections 3202, 11040 subdivision 5(A)-(b), and 11070(14); and any and all  
13 applicable Wage Orders.

14        37. For each such violation, Plaintiffs and all aggrieved employees are entitled to  
15 penalties in an amount to be shown at the time of trial subject to the following formula:

- 16            a. With respect to the violation of Labor Code § 2699(f) for violations of Labor  
17 Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,  
18 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 1197,  
19 1197.1, 233, 246, 1198, 221, 227.3, 558(a)(1)(2), 8 CCR 3202 11040 and  
20 11070, \$100 for the initial violation per employee per pay period and \$200  
21 for each subsequent violation per employee per pay period.

22        38. These penalties will be allocated 75% to the Labor Workforce Development  
23 Agency, and 25% to the affected employees.

24        39. On October 21, 2022, Plaintiff, Roxan Gancinia sent a letter, by certified mail,  
25 return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the  
26 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**).  
27 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Roxan Gancinia  
28 from the LWDA within sixty-five (65) calendar days of October 21, 2022. Plaintiff, Roxan  
Gancinia may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et*  
*seq.*

40. On May 8, 2023, Plaintiff, Alicia Hernandez sent a letter, by certified mail, return

1 receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations  
2 alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “B”**). Pursuant  
3 to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Alicia Hernandez from the  
4 LWDA within sixty-five (65) calendar days of May 8, 2023. Plaintiff, Alicia Hernandez may  
5 therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

6 41. On December 22, 2022, Plaintiff, Diana C. Jimenez sent a letter, by certified mail,  
7 return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the  
8 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “C”**).  
9 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Diana C. Jimenez  
10 from the LWDA within sixty-five (65) calendar days of December 22, 2022. Plaintiff, Diana C.  
11 Jimenez may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et*  
12 *seq.*

13 42. On March 14, 2024, Plaintiff, Faith Soriano sent a letter, by certified mail, return  
14 receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations  
15 alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “D”**). Pursuant  
16 to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Faith Soriano from the  
17 LWDA within sixty-five (65) calendar days of March 14, 2024. Plaintiff, Faith Soriano may  
18 therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

19 43. On July 18, 2025, Plaintiff, Roxan Gancinia sent an Amended PAGA Notice letter  
20 to the LWDA, including additional information and facts and theories consistent with the  
21 allegations of this First Amended Complaint and Defendants setting forth the facts and theories of  
22 the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit**  
23 **“E”**). Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Roxan  
24 Gancinia from the LWDA within sixty-five (65) calendar days. Plaintiff, Roxan Gancinia may  
25 therefore continue this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

26 44. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request  
27 relief as described herein.

28 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR  
COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

45. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
set forth herein.

1           46.     Plaintiffs and all other aggrieved employees are entitled to one hour of pay for each  
2 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the  
3 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

4           47.     Defendants have failed to provide Plaintiffs and all other aggrieved employees one  
5 or more meal or rest periods during their employment. Defendants have failed to compensate  
6 Plaintiffs and all other aggrieved employees at the rate of one hour or pay at his or her regular rate  
7 of pay for each day on which one or more meal or rest periods were not provided.

8           48.     Plaintiffs and Defendant's California employees were routinely unable, and not  
9 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
10 minute meal break for every shift they worked. Specifically, Plaintiffs and Defendant's California  
11 employees were forced to continue working through their meal and rest breaks in order to assist  
12 Defendant's needs. Because of this, Plaintiffs and Defendant's California employees were unable  
13 to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of  
14 one hour's pay for each missed meal and rest break to Plaintiffs and Defendant's California  
15 employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7,  
16 512, and 558, and IWC Order No. 5-2001, Section 12.

17           49.     Pursuant to Labor Code §§ 226.7 and 512, Plaintiffs seek the payment of all meal  
18 and rest period compensations, which he was owed since he commenced working for Defendants,  
19 according to proof.

20           50.     Additionally, Plaintiffs are entitled to, and seeks, attorney's fees and costs, and  
21 prejudgment interest.

22                   **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**  
23                   **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

24           51.     Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
25 set forth herein.

26           52.     Plaintiffs and Defendants' California employees were required to work off the  
27 clock for Defendant. Defendant routinely made Plaintiffs and its California employees undergo a  
28 COVID-19 screening or perform other pre-shift duties prior to the start of their scheduled shifts.  
When Plaintiffs would arrive, they were not allowed to clock-in for the day until they passed a  
medical examination to screen Plaintiffs for symptoms of COVID-19. The time spent waiting in  
these COVID-19 screening line, undergoing the COVID-19 screening itself, and the time between

1 completing the COVID-19 screening took Plaintiffs on the average of 3-5 minutes to complete.  
2 Moreover, Plaintiffs and Defendant California employees were asked to arrive to work 10 minutes  
3 prior to clocking in without being compensated for it. It took Plaintiffs on the average of 3-5  
4 minutes to wait in line prior to clocking in. California employees also needed to wait near the front  
5 of the store after clocking out but before being permitted to leave to allow for setting the alarm or  
6 other security checks. Defendants did not compensate Plaintiffs and Defendants' California  
7 employees if these tasks were completed outside of their regular work hours. Defendants did not  
8 compensate Plaintiffs and Defendants' California employees if these tasks were completed outside  
9 of their regular work hours. These excess hours were not recorded on our client's and Defendants'  
10 California employees wage statements. Plaintiffs and Defendant's California employees should  
11 have been compensated for that time, but they were not in violation of Labor Code Sections 510,  
12 1194, and 1194.2. As a result, Plaintiffs and Defendant's California employees were not paid for  
13 all hours worked including all straight time wages, and overtime wages. These failures to pay  
14 wages constitute violations of Labor Code § 510, 1194, and 1197, and IWC Order No. 7-2001,  
15 Section 11.

16 53. Plaintiffs, on behalf of themselves and all other California employees of  
17 Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt  
18 employees. Defendant pays their employees bonuses and commissions which are not included in  
19 the employees' regular rate of pay for the purposes of computing the proper overtime rate. As a  
20 result, employees are not properly compensated for work performed in excess of eight (8) hours  
21 in a workday and work performed in excess of forty (40) hours in a workweek, and/or for meal  
22 period premiums, and/or sick pay at a rate of no less than one and one-half times the regular rate  
23 of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 226.7,  
24 510, 1194, and 1194.2, and IWC Order No. 7-2001, Sections 11 and 12.

25 54. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,  
26 Plaintiffs and Defendant's California employees have been deprived of wages in amounts to be  
27 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest  
28 thereon, attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant  
to Labor Code § 1194.2.

**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH  
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**

**(LABOR CODE § 226(a), (e)), 1174(d))**

55. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth herein.

56. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

57. Defendants failed to issue Plaintiffs and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiffs and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiffs and Defendants' California employees.

58. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiffs and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiffs and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

59. The wage statements provided to Plaintiffs and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiffs have suffered injury as a result of the receipt of defective wage statements, thereby entitling them to penalties pursuant to Labor Code § 226(e).

**ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF  
DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN  
SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

1           60.     Plaintiffs hereby incorporate all preceding paragraphs of this Complaint as though  
2 fully set forth herein.

3           61.     At all times material herein, the California Labor Code Sections 201, 202, and 203  
4 were in effect and binding on Defendants.

5           62.     California Labor Code § 202 requires employers to pay employees all wages due  
6 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent part  
7 that "if an employer discharges an employee, the wages earned and unpaid at the time of discharge  
8 are due and payable immediately." California Labor Code § 203 provides that if an employer  
9 willfully fails to timely pay such wages the employer must, as penalty, continue to pay the subject  
10 employee's wages until the back wages are paid in full or an action is commenced. The penalty  
11 cannot exceed 30 days of wages.

12           63.     Plaintiffs are entitled to compensation for unpaid wages, but to date has not  
13 received such compensation. Specifically, Defendants failed to pay Plaintiffs all wages due to  
14 Plaintiffs at the time of their termination. Thus, since Defendants failed to promptly pay Plaintiffs  
15 all wages due to Plaintiffs at the time of their termination, Defendants violated Section 201 of the  
16 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code  
17 Section 203 and/or 227.3.

18           64.     More than 30 days have passed since Plaintiff's employment ended with  
19 Defendants.

20           65.     As a consequence of Defendants' willful conduct in not paying wages owed to  
21 Plaintiffs, Plaintiffs are entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for  
22 Defendants' failure to timely pay legal wages.

23                   **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**  
24                   **IN VIOLATION OF LABOR CODE § 204(a)(b)**

25           66.     Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
26 forth herein.

27           67.     At all times relevant herein, Labor Code § 204 was in full force and effect and  
28 binding on Defendants.

          68.     Wages must be paid according to a regularly set schedule. (Labor Code § 204). All  
earned wages must be paid at least twice a month, on days designated in advance by the employer.  
Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid

1 between the 16th and 26th day of the same month. Work performed between the 16th and the last  
2 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code  
3 § 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the  
4 end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

5 69. Defendants pay Plaintiffs and its California employees on a weekly basis and have  
6 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must  
7 be paid no later than seven calendar days following the close of the payroll period. Due to the  
8 violations described above, Plaintiffs and Defendants' California employees did not receive all of  
9 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

10 70. Additionally, Defendant failed to pay Plaintiffs and Defendant's California  
11 Employees earned wages when they became due, failed to pay wages on weekly basis, and have  
12 failed to comply with Labor Code § 204(a) which provides that wages earned on a weekly basis  
13 must be paid no later than seven calendar days following the close of the payroll period. Due to  
14 the violations described above, Plaintiffs and Defendant's California Employees did not receive  
15 all of their wages earned when due and in a timely manner as required by Labor Code § 204.

16 71. Defendants have failed to comply with the above-section because they waited  
17 longer than seven days from the close of the pay period to pay its weekly paid employees.

18 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**  
19 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

20 72. Plaintiffs hereby incorporates preceding paragraphs of this Complaint as though  
21 fully set forth herein.

22 73. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her  
23 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
24 of the discharge of his or her duties."

25 74. Defendant failed to reimburse Plaintiffs and Defendant's California employees for  
26 the equipment they purchased to perform work for Defendant such as face masks, tools, and safety  
27 gear. Defendant further failed to reimburse its California employees for using their personal cell  
28 phones and uniform maintenance for the benefit of Defendant. Moreover, Defendant also failed  
to reimburse Plaintiffs and Defendant's California employees for the mileage they incurred  
performing certain tasks or running errands on behalf of Defendant. Labor Code section 2802  
provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures

1 or losses incurred by the employee in direct consequence of the discharge of his or her duties.”  
2 As such, Plaintiffs and Defendant’s California employees have incurred reasonable and necessary  
3 expenses in the course of their job duties, which were not reimbursed by Defendant, in violation  
4 of Labor Code § 2802.

5 75. Plaintiffs are entitled to reimbursement for these necessary expenditures, plus  
6 interest and attorneys’ fees and cost, under Labor Code § 2802.

7 76. Plaintiffs also requests relief as described below.

8 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**  
9 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**  
10 **(LABOR CODES §§ 210, 218, 222)**

11 77. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
12 forth herein.

13 78. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which  
14 an employee is subject to the control of an employer, and including all the time the employee is  
15 suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197  
16 required employers to compensate Plaintiffs for all hours worked at least at a minimum wage ad  
17 established by the Wage Order. Defendants did not pay for all hours worked and frequently  
18 required Plaintiffs to work off the clock. Defendants have been engaged in many unlawful  
19 employment practices which resulted in underpayment for hours worked each pay period as more  
20 set forth below:

21 79. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
22 Plaintiffs all wages earned twice during each calendar month pursuant to Labor Code § 204(a).  
23 Defendants failed to pay all wages earned to Plaintiffs as a result of the unlawful employment  
24 policies and practices herein. As a result of these practices, Plaintiffs were underpaid for hours  
25 worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay  
26 all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code §  
27 210 for failure to pay wages as required by law.

28 80. Failure to Pay Overtime Wages. Defendants have required to work hours in excess  
of eight hours in a day and forty in a week but had not paid Plaintiffs overtime compensation as  
required by their collective bargaining agreement in violation of Labor Code § 222. As a result,  
Plaintiffs have been denied payment for all hours worked as required by Cal. Labor Code § 222, §

1 1194, § 1198. Defendants are liable for civil penalties pursuant to Labor Code §§ 558.

2 **ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT**  
3 **THAT IS SAFE AND HEALTHFUL IN VIOLATION OF**  
4 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

5 81. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
6 set forth herein.

7 82. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment  
8 and a place of employment that is safe and healthful for Plaintiffs therein. Cal. Labor Code § 6401  
9 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt  
10 and use practices, means, methods, operations, and processes which are reasonably adequate to  
11 render such employment and place of employment safe and healthful. Every employer.

12 83. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any  
13 employee to go or be in any employment or place of employment which is not safe and healthful.  
14 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety  
15 devices and safeguard reasonably adequate to render the employment and place of employment  
16 safe, or adopt and use methods and processes reasonably necessary to protect the life, safety, and  
17 health of Plaintiffs and Defendant’s California employees.

18 84. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any  
19 place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every  
20 employer and every employee shall comply with occupational safety and health standards, with  
21 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant  
22 to this division which are applicable to their own actions and conduct. Defendants failed to  
23 continue to take precautions to ensure employee safety after the onset of COVID. Under LC  
24 §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-  
25 CoV-2). Plaintiffs, directly after the onset of COVID, were required to partake in mandatory  
26 temperature and health checks, but these activities were not enforced or practiced quickly after  
27 the onset of COVID and when COVID was still a health risk to Plaintiffs and Defendant’s  
28 California employees. Plaintiffs and Defendant’s California employees was also required to  
provide their own masks at the workplace.

29 85. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,  
6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for

1 Plaintiffs, as outlines above.

2 **ALLEGATIONS AS TO UNFAIR COMPETITION PURSUANT TO**  
3 **BUSINESS & PROFESSIONS CODE § 17200**

4 86. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
5 set forth herein.

6 87. This is an Action for Unfair Business Practices. Plaintiffs bring this claim pursuant  
7 to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged in this  
8 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs and  
9 Defendant's California employees as a result of Defendant's failure to comply with the labor code  
10 sections as set out above including but not limited to Labor Code Sections 6400, 6401, 6402,  
11 6403, 6404, 6407. Plaintiffs and Defendant's California employees seek to enforce important  
12 rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

13 88. Plaintiff is a "person" within the meaning of *Business & Professions Code* §  
14 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,  
15 and other appropriate equitable relief.

16 89. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair  
17 business practices.

18 90. Defendants have violated statutes and public policies. Through the conduct alleged  
19 in this Complaint, Defendants, and each of them, have acted contrary to these public policies,  
20 have violated specific provisions of the *Labor Code*, and have engaged in other unlawful and  
21 unfair business practices in violation of *Business & Professions Code* § 17200, et seq., depriving  
22 Plaintiffs, of rights, benefits, and privileges guaranteed to Plaintiffs under law.

23 91. Defendants' conduct, as alleged herein, constitutes unfair competition in violation  
24 of § 17200 et. seq. of the *Business & Professions Code*.

25 92. As a proximate result of the above mentioned acts of Defendants, Plaintiffs have  
26 been damaged in a sum as may be proven.

27 93. Unless restrained by this Court, Defendants will continue to engage in the unlawful  
28 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such  
orders or judgments, including the appointment of a receiver, as may be necessary to prevent the  
use or employment, by Defendants, their agents, or Plaintiffs, of any unlawful or deceptive  
practice prohibited by the *Business & Professions Code*, and/or, including but not limited to,

1 disgorgement of profits which may be necessary to restore Plaintiffs to the money Defendants  
2 have unlawfully failed to pay.

3 **ALLEGATIONS AS TO FAILURE TO PAY SICK PAY WAGES**

4 94. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully  
5 set forth herein.

6 95. Cal Lab. Code § 233 provides that an employer must permit an employee  
7 to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current  
8 rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages  
9 for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick  
10 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an  
11 employer must calculate and compensate based on one of two calculations: (i) "Paid sick time  
12 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for  
13 the workweek in which the employee uses paid sick time, whether or not the employee actually  
14 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be  
15 calculated by dividing the employee's total wages, not including overtime premium pay, by the  
16 employee's total hours worked in the full pay periods of the prior 90 days of employment." Under  
17 Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as  
18 damages.

19 96. As a matter of policy and practice, Defendant pays sick pay wages to  
20 PLAINTIFFS and other aggrieved employees at the incorrect rate of pay. PLAINTIFFS and other  
21 aggrieved employees regularly use accrued sick leave in the workweeks in which they also earn  
22 non-hourly remuneration. As a matter of policy and practice, Defendant pays sick pay wages to  
23 PLAINTIFFS and other aggrieved employees at the base hourly pay, as opposed to the regular  
24 rate of pay, which would consider all non-hourly remuneration in addition to base hourly wages,  
25 or the rate resulting from dividing the employee's total wages, not including overtime premium  
26 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of  
27 employment. As a result, Defendant underpaid sick pay wages to PLAINTIFFS and other  
28 aggrieved employees.

97. As alleged herein and as a matter of policy and practice, Defendant routinely  
underpays sick pay wages and thus did not timely pay PLAINTIFFS and other aggrieved  
employees all owing and underpaid sick pay wages. As a result, Defendant violates Cal. Lab.

1 Code §§ 201-204, 210, 233, and 246, among other Labor Code provisions. PLAINTIFFS are  
2 informed and believes that Defendant was advised by skilled lawyers and knew, or should have  
3 known, of the mandates of the Labor Code as it relates to PLAINTIFFS' allegations, especially  
4 since the California Supreme Court has explained that "[c]ourts have recognized that 'wages'  
5 also include those benefits to which an employee is entitled as a part of his or her compensation,  
6 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole*  
7 *Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because Defendant willfully fails  
8 to timely pay PLAINTIFFS and other aggrieved employees all sick pay wages due, Defendant is  
9 subject to applicable penalties.

10 98. Such a pattern, practice, and uniform administration of corporate policy is  
11 unlawful and entitles PLAINTIFFS and other aggrieved employees to underpaid sick pay wages,  
12 including interest thereon, applicable penalties, attorney's fees, and costs of suit.

#### 13 **ALLEGATIONS AS TO SUITABLE SEATING**

14 99. Plaintiff and other aggrieved employees perform tasks the reasonably permit the  
15 use of seats which were not provided under Cal. Code Regs. Tit. 8 § 1 1080(14).

#### 16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiffs pray for the following relief:

18 1. For penalties pursuant to Labor Code § 203 for Plaintiffs and all other aggrieved  
19 employees who are no longer employed by Defendants, equal to their daily wage multiplied by  
20 thirty (30) days;

21 2. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and all other aggrieved  
22 employees;

23 3. For penalties pursuant to Labor Code § 226.7 for Plaintiffs and all other aggrieved  
24 employees;

25 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiffs and all other aggrieved  
26 employees;

27 5. For penalties pursuant to Labor Code § 204(b) for Plaintiffs and all other aggrieved  
28 employees;

6. For penalties pursuant to Labor Code § 2802 for Plaintiffs and all other aggrieved  
employees;

7. For penalties pursuant to Labor Code § 210 for Plaintiffs and all other aggrieved

1 employees;

2 8. For penalties pursuant to Labor Code § 222 for Plaintiffs and all other aggrieved  
3 employees;

4 9. For penalties pursuant to Labor Code § 6400 for Plaintiffs and all other aggrieved  
5 employees;

6 10. For penalties pursuant to Labor Code § 246 for Plaintiffs and all other aggrieved  
7 employees;

8 11. For penalties pursuant to Labor Code § 233 for Plaintiffs and all other aggrieved  
9 employees;

10 12. For penalties pursuant to Labor Code § 1197 for Plaintiffs and all other aggrieved  
11 employees;

12 13. For penalties pursuant to Labor Code § 1197.1 for Plaintiffs and all other aggrieved  
13 employees;

14 14. For penalties pursuant to Labor Code § 1198 for Plaintiffs and all other aggrieved  
15 employees;

16 15. For penalties pursuant to Labor Code § 221 for Plaintiffs and all other aggrieved  
17 employees;

18 16. For penalties pursuant to Labor Code § 227.3 for Plaintiffs and all other aggrieved  
19 employees;

20 17. For penalties pursuant to Labor Code § 558(a)(1)(2) for Plaintiffs and all other  
21 aggrieved employees; For restitution for unfair competition pursuant to Business and Professions  
22 Code § 17200 et seq., including disgorgement of profits, in an amount as may be proven;

23 18. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiffs  
24 and all other aggrieved employees;

25 19. An award providing for payment of costs of suit pursuant to Labor Code §  
26 2699(g)(1);

27 20. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

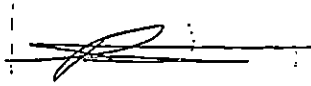
28 21. An award of prejudgment and post-judgment interest;

29 22. An award providing for payment of costs of suit; and

30 23. Such other and further relief as this Court may deem just and proper.

1 Dated: October 7, 2025

OTKUPMAN LAW FIRM,  
A Law Corporation

2  
3 By: 

4 ROMAN OTKUPMAN  
5 Attorneys for Plaintiff, Roxan Gancinia

6 Dated: October 7, 2025

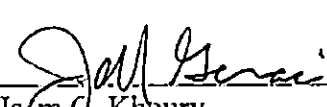
Rastegar Law Group, APC

7 /s/ Douglas W. Perlman

8 Farzad Rastegar  
9 Douglas W. Perlman  
Counsel for Plaintiff, Diana Jimenez

10 Dated: October 7, 2025

Cohelan Khoury & Singer/Majarian Law Group

11  
12 

13 Isam C. Khoury  
14 Michael D. Singer  
15 Jeff Geraci  
Sahag Majarian  
Counsel for Plaintiff Faith Soriano

16 Dated: October 7, 2025

Blumenthal Nordrehaug Bhowmik De Blouw  
LLP

17  
18 /s/ Nicholas De Blouw

19 Aparajit Bhowmik  
20 Priya Mukherjee  
Nicholas De Blouw

21 Counsel for Plaintiffs Alicia Hernandez and  
22 Maninder Rai  
23

24 **DEMAND FOR JURY TRIAL**

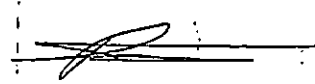
25 Plaintiffs hereby demands a trial of their claims by jury to the extent authorized by law.  
26

4928-0228-3865 / 053070.1369

Dated: October 7, 2025

OTKUPMAN LAW FIRM,  
A Law Corporation

By:



ROMAN OTKUPMAN  
Attorneys for Plaintiff, Roxan Gancinia

# **EXHIBIT A**

**OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave, Suite 123  
Westlake Village, CA 91362  
Tel.: 818-293-5623  
Fax: 888-850-1310

October 21, 2022

**VIA ELECTRONIC FILING**

Labor & Workforce Development Agency

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
770 Cochituate Road  
Framingham, MA 01701  
Defendant certified mail #7022 2410 0001 4137 9360

**VIA CERTIFIED MAIL**

Agent for Service of Process  
CT Corporation System  
330 N Brand Blvd Ste 700  
Gleendale, CA 91203  
Agent certified mail # 7022 2410 0001 4137 9377

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
PO Box 9146  
Framingham, MA 01701  
Defendant certified mail # 7022 2410 0001 4137 9490

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
730 W Hammer Ln  
Stockton, CA 95210  
Defendant certified mail # 7022 2410 0001 4137 9506

Re: ***Roxan Gancinia v. T.J. Maxx of CA, LLC – Labor Code Violations of T.J. Maxx of CA, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Roxan Gancinia (“Plaintiff”), a former California employee of T.J. Maxx of CA, LLC (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about April 30, 2007. While working for Defendant as a Jewelry Associate, Plaintiff was earning approximately \$16.88 per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19 screening process prior to the start of their scheduled shifts. When Plaintiff would arrive, she was not allowed to clock-in for the day until she passed a medical examination to screen Plaintiff for symptoms of COVID-19. The time spent waiting in these COVID-19 screening line, undergoing the COVID-19 screening itself, and the time between completing the COVID-19 screening took Plaintiff on the average of 3-5 minutes to complete. Moreover, Plaintiff and Defendant California employees were asked to arrive to work 10 minutes prior to clocking in without being compensated for it. It took Plaintiff on the average of 3-5 minutes to wait in line prior to clocking in. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the

regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees

Labor & Workforce Development Agency

*T.J. Maxx of CA, LLC*

October 21, 2022

Page 4

have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

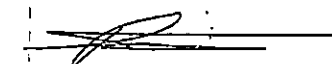
Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM



ROMAN OTKUPMAN

# EXHIBIT B

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

**San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago**

**Phone: (858) 551-1223**

**Fax: (858) 551-1232**

**WRITERS E-MAIL:**  
**[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:**  
**1004**

**May 8, 2023**  
**CA2916**

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                      |
|----------------------------------------|--------------------------------------|
| Labor and Workforce Development Agency | T.J. Maxx of CA, LLC                 |
| Online Filing                          | Certified Mail #70223330000181864460 |
|                                        | CT Corporation System                |
|                                        | AMANDA GARCIA                        |
|                                        | 330 N BRAND BLVD, Suite 700          |
|                                        | GLENDALE, CA 91203                   |

**Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.**

**Dear Sir/Madam:**

“Aggrieved Employees” refers to all individuals who are or previously were employed by T.J. Maxx of CA, LLC in California, including any employees staffed with T.J. Maxx of CA, LLC by a third party, and classified as non-exempt employees during the time period of May 8, 2022 until a date as determined by the Court. Our offices represent Plaintiff Alicia Hernandez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against T.J. Maxx of CA, LLC (“Defendant”). Plaintiff was employed by Defendant in California from 2008 to April of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

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WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:  
1004

March 1, 2024  
CA2916

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

**LITTLER MENDELSON, P.C.**  
Bradley E. Schwan (SBN 246457)  
Janine E. Kranz (SBN 272389)  
2049 Century Park East, 5<sup>th</sup> Floor  
Los Angeles, CA 90067-3107

Certified Mail #9589071052700408542819

Amended Notice For LWDA Case No. LWDA-CM-953522-23

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Counsel:

Our offices represent Alicia Hernandez and Maninder Rai (collectively referred to as "Plaintiffs") and other Aggrieved Employees in a lawsuit against TJ Maxx of CA, LLC ("Defendant").

Plaintiff Alicia Hernandez originally sent a PAGA Notice on May 8, 2023 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff's Alicia Hernandez's original PAGA Notice to add Plaintiff Maninder Rai.

"Aggrieved Employees" refers to all individuals who are or previously were employed by TJ Maxx of CA, LLC in California, including any employees staffed with TJ Maxx of CA, LLC by a third party, and classified as non-exempt employees during the time period of May 8, 2022 until a date as determined by the Court.

Plaintiff Hernandez was employed by Defendant in California as a non-exempt employee from 2008 to August of to April of 2023 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Plaintiff Rai was employed by Defendant in California as a non-exempt employee from August of

2019 to March 16, 2023 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

# **EXHIBIT C**



22760 Hawthorne Boulevard, Suite 200  
Torrance, California 90505  
Telephone: (310) 961-9600  
Facsimile: (310) 961-9094  
Email: [farzad@rastegarlawgroup.com](mailto:farzad@rastegarlawgroup.com)  
[rastegarlawgroup.com](http://rastegarlawgroup.com)

December 22, 2022

*Sent Via Certified U.S. Mail*

CT Corporation System, Inc. Registered  
Agent  
**TJ Maxx of CA, LLC**  
330 N. Brand Blvd Suite 700  
Glendale, CA 91203  
Certified No.: 7017 3380 0000 4481 0743

**TJ Maxx of CA, LLC**  
770 Cochituate Road  
Framingham, MA 01701  
Certified No.: 7017 3380 0000 4481 0781

CT Corporation System, Inc. Registered  
Agent  
**Marhalls of CA, LLC**  
330 N. Brand Blvd Suite 700  
Glendale, CA 91203  
Certified No.: 7017 3380 0000 4481 0750

**Marshalls of CA, LLC**  
770 Cochituate Road  
Framingham, MA 01701  
Certified No.: 7017 3380 0000 4481 0798

CT Corporation System, Inc. Registered  
Agent  
**HOMEGOODS, INC.**  
330 N. Brand Blvd Suite 700  
Glendale, CA 91203  
Certified No.: 7017 3380 0000 4481 0767

**HOMEGOODS, INC.**  
770 Cochituate Road  
Framingham, MA 01701  
Certified No.: 7017 3380 0000 4481 0804

**The TJX Companies, Inc.**  
770 Cochituate Road  
Framingham, MA 01701  
Certified No.: 7017 3380 0000 4481 0774

**RE: *Diana C. Jimenez v. TJ Maxx of CA, LLC, et al.***

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.3 (a)(1), 2699.3(b)(1), and/or

December 22, 2022

Page 2

2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. This letter is being sent simultaneously via online filing to the California Labor and Workforce Development Agency. This letter is an important formal legal notice which may lead to immediate action against you and your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against you and your company.

This office represents Diana C. Jimenez, who is a former employee of TJ Maxx of CA, LLC Ms. Jimenez was assigned to the TJ Maxx located at 3951 Camino De La Plaza, San Ysidro, CA 92173. We are investigating a potential class and representative action on behalf of current and former employees, who worked for TJ Maxx of CA, LLC as well as TJ Maxx of CA, LLC's affiliated business entities: Marshalls of CA, LLC, and HomeGoods, Inc. (hereinafter collectively, The TJX Companies, Inc.)

As a former employee of TJ Maxx of CA, LLC and an aggrieved employee of the same, Ms. Jimenez alleges all of the foregoing business entities operate as a single integrated joint enterprise, sharing management and human resources. Ms. Jimenez alleges that all of these business entities operate using a single set of uniform employment policies that are applied to all non-exempt employees of these business entities. Furthermore, Ms. Jimenez alleges that each of these business entities is the alter ego of the other entities. (These entities are sometimes referred to herein as "The TJX Companies, Inc.")

**FACTS AND THEORIES UPON WHICH THE ACTION WILL BE BASED:**

**A. *Failure to Make Compliant Overtime and Meal Period/Rest Period Premium Payments.***

California Labor Code § 510(a) provides, in pertinent part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and 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 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in 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. 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."

California Labor Code § 226.7(c) provides:

"If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the

Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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 or rest or recovery period is not provided."

IWC Wage Order 7-2001(11)(B) provides:

"If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided."

IWC Wage Order 7-2001(12)(B) provides:

"If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

An employer's calculation of "regular rate of pay" and "regular rate of compensation" for the purposes of paying overtime and meal and rest period premium payments must include "all nondiscretionary payments, not just hourly wages." *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5<sup>th</sup> 858 (2021). "Nondiscretionary payments" are payments and benefits made "pursuant to a prior contract, agreement, or promise. ... [A] payment is discretionary if both the fact that the payment is to be made and the amount of the payment are determined at the sole discretion of the employer ... and not pursuant to any prior contract, agreement, or promise causing the employee to expect such payments regularly." *Ferra v. Loews, Id.* (internal quotation marks omitted).

Diana C. Jimenez was employed by TJ Maxx of CA, LLC from September 2020 to August 2022. During her employment, the terms and conditions of employment provided that, in addition to her regular hourly rate, employees receive employer provided 10% to 20% discounts on various merchandise and purchases.

However, in violation of the statutory and wage order provisions cited above, TJ Maxx of CA, LLC excluded non-discretionary compensation, including, but not limited to, employer provided-merchandise and purchase discounts when calculating overtime and meal period/rest break premium payments. Ms. Jimenez alleges that the foregoing unlawful exclusions were accomplished pursuant to payroll policies and practices that were uniform throughout the locations in California operated by The TJX Companies, Inc.

**B. *Failure to Provide Compliant Meal Periods and Rest Breaks***

IWC Wage Order 7-2001(11) and (12), as well Labor Code Section 512, require employers to provide a ten-minute, paid rest break, for every four-hour work period or major fraction thereof, as well as a thirty-minute unpaid meal period which must begin by the end of the fifth hour of a shift.

Labor Code 226.7 requires premium payments for each shift in which an employee is not provided with a meal period or rest break compliant with the Wage Order and Labor Code.

Ms. Jimenez alleges that The TJX Companies, Inc., as a matter of policy and practice, staff their locations in a manner that is incompatible with employees receiving compliant meal periods and rest breaks. I.e., the locations are understaffed, preventing employees from receiving all of the meal periods and rest breaks to which they are entitled in a compliant manner.

Furthermore, as set forth above, employers are required to make premium payments to employees who are denied compliant meal periods and rest breaks. However, The TJX Companies, Inc. routinely fail to make required premium payments, and if and when premium payments are made, they are routinely in a lesser amount than that to which the employees are entitled, as a result of the failure to include non-discretionary compensation, including, but not limited to, employer provided discounts on merchandise and purchases, in the regular rate of compensation, as set forth above.

**C. *Failure to Pay Minimum/Straight Time Pay on Waiting Time***

As a matter of policy and practice, TJ Maxx of CA, LLC and The TJX Companies, Inc. required the night shift employees to clock out to wait for the manager to complete their work before letting them go home. TJ Maxx of CA, LLC management instructed Ms. Jimenez as well as other employees to clock out and wait at the front of the store in order to finish work this was due to management avoiding opening the door each time for their employees to leave at their end of shift. This work was, as a matter of policy and practice, often performed "off the clock," which results in employees not being paid for the time they work "off the clock." As a result of this practice, TJ Maxx of CA, LLC and The TJX Companies, Inc. do not compensate their employees for all hours worked, and routinely fail to pay the minimum wage (because uncompensated time is paid at \$0 per hour). This failure constitutes a violation of IWC Wage Order 7-2001(11) and Labor Code Sections 510, 1194, and 1197.

**D. *Failure to Provide Accurate Wage Statements***

California Labor Code Section 226 requires employers to provide accurate itemized wage statements to their employees. On account of the violations set forth above, TJX Companies owed their employee's wages which were neither paid nor listed on employee wage statements. This failure constitutes a violation of Section 226.

December 22, 2022

Page 5

**E. *Failure to Pay All Wages Due to Terminated Employees***

Pursuant to California Labor Code Sections 201 and 202, employees who are terminated or quit must be paid all wages due upon termination, or within 72 hours of giving notice. Based upon The TJX Companies, Inc.'s statutory and Wage Order violations set forth above, employees who were terminated or quit were not paid all wages due within the time periods specified by Sections 201 and 202.

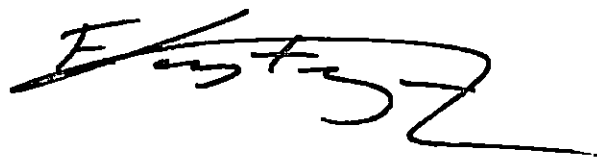
This notice is hereby given to and is made against T.J. Maxx of CA, LLC and The TJX Companies, Inc. and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of T.J. Maxx of CA, LLC and The TJX Companies, Inc. or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date four years prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

**Rastegar Law Group, APC**

A handwritten signature in black ink, appearing to read 'Farzad Rastegar', with a stylized flourish at the end.

Farzad Rastegar, Esq.

# EXHIBIT D

# COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC\*  
ISAM C. KHOURY, APC  
DIANA M. KHOURY, APC  
MICHAEL D. SINGER, APLC\*

(\*Also admitted in the District of Columbia)  
(•Also admitted in Colorado)

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200  
SAN DIEGO, CALIFORNIA 92101-5305  
Telephone: (619) 595-3001  
Facsimile: (619) 595-3000  
[www.ckslaw.com](http://www.ckslaw.com)

JEFF GERACI  
MARTA MANUS  
MAGGIE K. REALIN  
ROSEMARY C. KHOURY

March 14, 2024

## NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTIONS 2698, *et seq.*

### NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

### Via Certified U.S. Mail with Return Receipt

The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

T.J. Maxx of CA, LLC  
770 Cochituate Road  
Framingham, MA 01701

Re: Notice by Faith Grace Soriano, on behalf of herself and all similarly-aggrieved California employees of The TJX Companies, Inc. and/or T.J. Maxx of CA, LLC, as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator:

Faith Grace Soriano ("Claimant") intends to bring a Private Attorneys General Act ("PAGA") action against The TJX Companies, Inc. and T.J. Maxx of CA, LLC ("Employer") on behalf of all "aggrieved employees," meaning all non-exempt California employees subject to the policies and practices described below, including, but not limited to, Merchandise Associates.

### Factual Statement

Claimant worked for Employer as a Merchandise Associate from January 26, 2023 until she was terminated on August 1, 2023.

Employer has a policy requiring employees to "attest" they have taken breaks. On multiple occasions, Claimant was not authorized or permitted to take rest breaks, and so could not "attest" she had taken breaks. But management marked her records as "missed attestation." Employer has a policy and practice of failing to provide premium wages for non-compliant rest periods, and did not provide premium wages to Claimant and other aggrieved employees. Employer also has a policy of requiring employees to continue to work or permitting them to continue to work or remain under the Employer's control during what should be rest periods but not paying wages for this time.

Employer has a policy of failing to calculate accrual of sick days correctly which resulted in failure to pay all sick pay wages due. For example, Claimant worked 117.99 hours through June 13, 2023. Divided by 30, this resulted in 3.933 hours of accrued sick leave. Claimant was paid 3 hours of sick pay for May 12, 2023, leaving a balance of .933 hours. Claimant was out

CA Labor & Workforce Development Agency  
The TJX Companies, Inc., T.J. Maxx of CA, LLC  
Re: Faith Grace Soriano  
March 14, 2024  
Page 2

sick on June 17, 2023, and recorded by Employer as out sick, but Claimant was not paid anything for this sick time.

**Labor Code § 226.7 (Rest Periods and Premium Wages)**

Employers must authorize and permit a 10-minute, uninterrupted rest period for every four hours, or major fraction thereof, that an employee works; if the rest period is short, interrupted, or not authorized or permitted, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7.

Because of Employer's policies and practices, Claimant and other aggrieved employees did not receive compliant rest periods. Premium wages were not paid for all missed or non-compliant breaks.

**Labor Code §§ 510 and 1194 (Minimum, Regular, and Overtime Wages)**

Labor Code sections 510 and 1194 require employers to pay wages for all hours worked, overtime wages for hours worked over eight per day or forty per week, and double time wages for hours over twelve per day.

Because of Employer's policies and practices, including failing to pay for time worked during rest periods, Claimant and other aggrieved employees were not paid for all hours worked.

**Labor Code § 246 (Sick Pay)**

An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section. Labor Code § 246(b)(1).

Because of Employer's policies and practices, Claimant and other aggrieved employees did not receive accrue all required sick leave hours and were not paid all sick leave wages.

**Labor Code § 226 (Wage Statements)**

California employers are required to provide itemized wage statements showing, among other things, "gross wages earned," and "the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(1), (9).

Employer had a policy and practice to provide wage statements that did not show all gross wages earned and the number of each hours at corresponding rates.

**Labor Code §§ 201-203 (Final Wages)**

An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. Labor Code § 201. If an employer willfully fails to timely pay all final wages, the wages continue at the same rate for up to 30 days, until paid.

CA Labor & Workforce Development Agency  
The TJX Companies, Inc., T.J. Maxx of CA, LLC  
Re: Faith Grace Soriano  
March 14, 2024  
Page 3

As a result of its failure to pay all wages earned described above, Employer failed to pay all final wages due to Claimant and other aggrieved employees and violated Sections 201-203.

**Conclusion**

Claimant requests the Labor and Workforce Development Agency ("LWDA") initiate enforcement for the violations described above against Employer. If the LWDA does not pursue enforcement, Ms. Soriano will pursue claims for statutory penalties and seek all remedies available for Employer's violations of the Labor Code and applicable Industrial Welfare Commission Wage Order, including all available penalties set forth in Labor Code section 2699(f).

Very truly yours,  
COHELAN KHOURY & SINGER

  
Jeff Geraci, Esq.

cc (via email only):  
Sahag Majarian II, Esq.  
Garen Majarian, Esq.  
MAJARIAN LAW GROUP, APC  
18250 Ventura Blvd.  
Tarzana, CA 91356  
[sahagii@aol.com](mailto:sahagii@aol.com)  
[garen@majarianlawgroup.com](mailto:garen@majarianlawgroup.com)

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Sent To  
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**770 Cochituate Road**  
 City, State, ZIP+4®  
**Framingham, MA 01701**

PS Form 3800, January 2023 PSN 7530-02-000-6047 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                            | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                  |                                              |                                                                     |                                                                  |  |                                                                |  |
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| <p>1. Article Addressed to:<br/> <b>The TJX Companies, Inc.</b><br/> <b>770 Cochituate Road</b><br/> <b>Framingham, MA 01701</b></p>                                                                                                                                     | <p>3. Service Type</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table> | <input checked="" type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Collect on Delivery Restricted Delivery |  | <input type="checkbox"/> Mail Restricted Delivery (over \$500) |  |
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| <p>2. Article Number (Transfer from sender label)<br/> <b>9589 0710 5270 1476 5098 72</b></p>                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                  |                                              |                                                                     |                                                                  |  |                                                                |  |
| <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>                                                                                                                                                                                                                      | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |                                                 |                                                              |                                           |                                                     |                                                              |                                                             |                                                  |                                              |                                                                     |                                                                  |  |                                                                |  |

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| <input type="checkbox"/> Adult Signature Restricted Delivery                                  | \$                   |
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| Street and Apt. No. or PO box No.                                                             | 770 Cochituate Road  |
| City, State, ZIP+4                                                                            | Framingham, MA 01701 |
| PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions                  |                      |

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| <p>1. Article Addressed to:</p> <p>T.J. Maxx of CA, LLC<br/>770 Cochituate Road<br/>Framingham, MA 01701</p>                                                                                                                                                       | <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> |
| <p>2. Article Number (Transfer from previous label)</p> <p>9589 0710 5270 1476 5098 89</p>                                                                                                                                                                         | <p>Mail Restricted Delivery (over \$500)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



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# EXHIBIT E

**OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave, Suite 123  
Westlake Village, CA 91362  
Tel.: 818-293-5623  
Fax: 888-850-1310

July 18, 2025

**VIA ELECTRONIC FILING**

Labor & Workforce Development Agency

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
770 Cochituate Road  
Framingham, MA 01701  
Defendant certified mail #7022 1670 0001 8569 0400

**VIA CERTIFIED MAIL**

Agent for Service of Process  
CT Corporation System  
330 N Brand Blvd Ste 700  
Gleendale, CA 91203  
Agent certified mail # 7022 1670 0001 8569 0370

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
PO Box 9146  
Framingham, MA 01701  
Defendant certified mail # 7022 1670 0001 8569 0387

**VIA CERTIFIED MAIL**

T.J. Maxx of CA, LLC  
730 W Hammer Ln  
Stockton, CA 95210  
Defendant certified mail # 7022 1670 0001 8569 0394

Re: ***Roxan Gancinia v. T.J. Maxx of CA, LLC – Labor Code Violations of T.J. Maxx of CA, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act – LWDA Case No. LWDA-CM-915231-22 - AMENDED***

Dear Sir or Madam:

This office represents Roxan Gancinia ("Plaintiff"), a former California employee of T.J. Maxx of CA, LLC ("Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about April 30, 2007 and concluded her employment on or about August 19, 2022. At the time Plaintiff concluded working for Defendant, Plaintiff was earning approximately \$16.88 per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Orders No. 7-2001, Sections 11 and 12 and 7-2001(A)(3).

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19 screening or perform other pre-shift duties prior to the start of their scheduled shifts. When Plaintiff would arrive, she was not allowed to clock-in for the day until she passed a medical examination to screen Plaintiff for symptoms of COVID-19. The time spent waiting in these COVID-19 screening line, undergoing the COVID-19 screening itself, and the time between completing the COVID-19 screening took Plaintiff on the average of 3-5 minutes to complete. Moreover, Plaintiff and Defendant California employees were asked to arrive to work 10 minutes prior to clocking in without being compensated for it. It took Plaintiff on the average of 3-5 minutes to wait in line prior to clocking in. California employees also needed to wait near the front of the store after clocking out but before being permitted to leave to allow for setting the alarm or other security checks. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, 1194.2, 1197 and 1197.1. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510, 1194, and 1197, and IWC Order No. 7-2001, Section 11.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of

pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek, and/or for meal period premiums, and/or sick pay at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 226.7, 510, 1194, and 1194.2, and IWC Order No. 7-2001, Sections 11 and 12.

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222. Defendants also required employees to report for work but furnished less than half the usual or schedule pay or when reporting a second time in a single workday, in violation of Cal. Code Regs. Tit. 8 § 11040, subdi 5(A) and (B).

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203 and/or 227.3.

Defendant pays Plaintiff and it's California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

Plaintiff and other aggrieved employees perform tasks the reasonably permit the use of seats which were not provided under Cal. Code Regs. Tit. 8 § 1 1080(14). Plaintiff and other aggrieved employees further allege that sick time accrual was not accurately calculated under Labor Code section 246. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

Plaintiff further alleges that Defendant failed to comply with Labor Code §§ 221, 227.3, 233, 246, 558(a)(1)(2), 1197, 1197.1, 1198.

## **Conclusion**

Accordingly, Plaintiff and aggrieved employees allege violations of and seek recovery pursuant to Labor Code sections 201-203, 204, 210, 218, 221, 222, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407; *Business and Professions Code* section 17200; *California Code of Regulations*, Title 8 sections 3202, 11040 subdivision 5(A)-(b), and 11070(14); and any and all applicable Wage Orders.

Labor & Workforce Development Agency

*T.J. Maxx of CA, LLC*

July 18, 2025

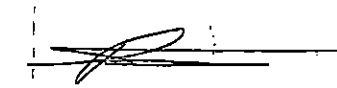
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We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line. The signature is stylized with a large, sweeping 'R'.

ROMAN OTKUPMAN