

BOYAMIAN LAW, INC.

Michael H. Boyamian (SBN 256107)
Alfred Movsesyan (SBN 278560)
550 North Brand Boulevard, Suite 1500
Glendale, California 91203-1922
Telephone: 818.547.5300
Facsimile: 818.547.5678
E-mail(s): michael@boyamianlaw.com

Attorneys for Plaintiff MARIA CALVA, an Individual,
On Behalf of Herself, Other Aggrieved Employees,
and the General Public

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/05/2023 2:23 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA CALVA, an individual, on
behalf of herself, all other aggrieved
employees, and the general public,

Plaintiff,

vs.

PLS CHECK CASHERS OF
CALIFORNIA, INC., a California
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO. **23STCV21300**

COMPLAINT FOR:

- 1. CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

1
2 Plaintiff MARIA CALVA, an individual, hereby files this Complaint (“Complaint”) against
3 Defendant PLS CHECK CASHERS OF CALIFORNIA, INC., a California Corporation, and, DOES
4 1 through 25, inclusive, (hereinafter collectively, “PLS” or “Defendants”). Plaintiff, in her
5 representative capacity, is informed and believes and on the basis of that information and belief
6 alleges as follows:

7 **INTRODUCTION**

8 1. This representative lawsuit challenges Defendants’ employment practices with
9 respect to their classification of their Store Managers at PLS’ check-cashing branch locations in the
10 State of California (hereinafter “Aggrieved Store Managers”), based on Defendants’ policy and
11 practice of unlawfully classifying such Store Managers as “exempt” and consequently failing,
12 among other things, to provide payment for all hours worked, including overtime, legally compliant
13 meal and rest breaks, and failing to provide accurate wage statements from June 30, 2022 to the
14 present (“Relevant Time Period”). In particular, as a result of such unlawful misclassification,
15 Defendants fail to provide timely and adequate meal and rest breaks, fail to timely compensate
16 employees for all wages earned, and fail to properly and accurately calculate overtime and report
17 wages earned, hours worked, and wage rates.

18 2. At all times relevant hereto, and with certain defined exceptions, Defendants’
19 classification and compensation scheme did not fully compensate Plaintiff with at least minimum
20 wages and/or designated rates for all hours worked.

21 3. At all times relevant hereto, and with certain defined exceptions, Defendants’
22 classification and compensation scheme did not fully compensate Plaintiff with overtime
23 compensation for all overtime hours worked.

24 4. At all times relevant hereto, and as a matter of policy and/or practice of such unlawful
25 misclassification, Defendants failed to provide Plaintiff with adequate off-duty meal periods and
26 meal period compensation in violation of Labor Code sections 226.7, 512, and 516 and IWC Wage
27 Order No. 4 section 11.

28 5. At all times relevant hereto, and as a matter of policy and/or practice of such unlawful

1 misclassification, Defendants failed to provide Plaintiff with paid rest periods and rest period
2 compensation in violation of Labor Code sections 226.7 and 516 and IWC Wage Order No. 4 section
3 12.

4 6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants'
5 knowingly and intentionally utilized a classification scheme of their Store Managers, which failed to
6 compensate Plaintiff and other Aggrieved Store Managers for all hours worked.

7 7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
8 knowingly and intentionally provided Plaintiff with wage statements that, among others, do not
9 show all wages earned, all hours worked, or all applicable rates.

10 8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
11 failed to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned,
12 and meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 4 section
13 11.

14 9. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
15 failed to pay Plaintiff all wages due and owing upon termination of employment including, but not
16 limited to, payment of wages for missed meal and rest periods compensation.

17 10. In this case, Plaintiff seeks civil penalties established by Labor Code section 2699,
18 the Private Attorneys General Act ("PAGA"), against Defendants for their unlawful employment
19 practices.

20 PARTIES

21 *Plaintiff Maria Calva*

22 11. Plaintiff Maria Calva is an individual over the age of eighteen (18) and is now and/or
23 at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of
24 California. Plaintiff commenced her employment with Defendants in or around 2018, initially
25 starting as a Shift Supervisor, before being elevated to a salaried Store Manager in 2020. In or
26 around May 2023, Ms. Calva was demoted to an Assistant Store Manager position. Throughout her
27 time as a PLS Store Manager and during the Relevant Time Period, Ms. Calva worked at the PLS
28 branch located at 5201 Whittier Blvd. in Los Angeles, California and was classified as a salary,

1 exempt employee.

2 ***Defendant PLS Check Cashers of California, Inc.***

3 12. Plaintiff is informed and believes and based thereon alleges that Defendant PLS
4 Check Cashers of California, Inc. is a financial institution that provides check cashing and payday
5 lender services with locations that operate throughout the United States, including in California.
6 Upon information and belief, PLS maintains approximately 20 locations in California, and at least in
7 California, all California PLS locations operate 24 hours a day, 7 days a week.

8 ***Does 1 through 25***

9 13. DOES 1 through 25 inclusive are now and/or at all times mentioned in this Complaint
10 were, licensed to do business and/or actually doing business in the State of California. Plaintiff does
11 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through
12 100, inclusive and for that reason, DOES 1 through 25 are sued under such fictitious names pursuant
13 to California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
14 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 25
15 are believed to be business entities who were also co-employers of the Plaintiff and the other
16 aggrieved employees.

17 ***All Defendants***

18 14. Plaintiff is informed and believes and based thereon alleges that at all times herein
19 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
20 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
21 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
22 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
23 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
24 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
25 matters referred to herein.

26 15. Plaintiff is informed and believes and based thereon alleges that at all times herein
27 mentioned, Defendants, and each of them, proximately caused Plaintiff, all others similarly situated
28 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or

1 damages alleged in this Complaint.

2 16. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
3 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
4 a joint venture, partnership, and common enterprise, and were acting within the course and scope of,
5 and in pursuit of said joint venture, partnership, and common enterprise and, as such were co-
6 employers of the Plaintiff and the other aggrieved employees.

7 17. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
8 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
9 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every
10 one of the other Defendants in proximately causing the injuries and/or damages alleged in this
11 Complaint.

12 **JURISDICTION AND VENUE**

13 18. This Court has jurisdiction over all causes of action herein pursuant to the California
14 Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code
15 § 17203. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because
16 Defendants operate in this County, Plaintiff resides in and/or worked in this county and the injuries
17 that are the subject of this lawsuit arose in this county.

18 **FACTUAL ALLEGATIONS**

19 ***Background***

20 19. Plaintiff Maria Calva commenced her employment with Defendants in or around
21 2018, initially starting as a Shift Supervisor, before being elevated to a salaried Store Manager in
22 2020. In or around May 2023, Plaintiff was demoted to an Assistant Store Manager position. During
23 her time as a Store Manager, Plaintiff worked on average approximately 55 to 60 hours per week and
24 in excess of eight hours a day. Plaintiff worked as the Store Manager at the PLS branch located at
25 5201 Whittier Blvd. in Los Angeles, California. At all relevant times during her position as a Store
26 Manager, PLS misclassified Plaintiff as an exempt employee and denied her wages and benefits
27 which she would have been entitled to if she was properly classified as a non-exempt, hourly
28 employee.

1 ///

2 ***Defendants' Unlawful Misclassification of Store Managers As Salaried, Exempt Employees***

3 20. Pursuant to the California Industrial Welfare Commission Wage ("IWC") Order No.
4 4-2001, § 1, a person employed in an executive capacity – and therefore exempt from the protections
5 of the California Labor Code ("Labor Code") and IWC Order – means an employee who:

- 6 a. primarily engages in the management of the enterprise in which they are/were
7 employed or of a customarily recognized department or subdivision thereof; and
- 8 b. customarily and regularly directs the work of at least two other full-time employees
9 or the equivalent; and
- 10 c. is granted the authority to hire or fire other employees, or to command particularly
11 serious attention to their recommendations on such actions; and
- 12 d. customarily and regularly exercises discretion and independent judgment in the
13 performance of their duties; and
- 14 e. primarily engages in managerial work; and
- 15 f. earns a monthly salary equivalent to no less than two times the state minimum wage
16 for full-time employment (i.e., 40 hours per week).

17 21. PLS classified and continues to classify Aggrieved Store Managers, including
18 Plaintiff, as "exempt", even though they did not or do not meet the above exemption criteria. In fact,
19 Store Managers, including Plaintiff, do not fit into any exemption. Rather than "manage" the PLS
20 branch location, Plaintiff spent more than 80% of her time performing non-managerial tasks – the
21 same tasks performed by their hourly subordinates – which primarily is and was assisting customers
22 with their check cashing requests and processing and disbursing money. Accordingly, Plaintiff and
23 other Aggrieved Store Managers were/are non-exempt employees and were/are entitled to: (1) either
24 the statutorily mandated meal periods or payment of missed meal period premiums; (2) either the
25 statutorily mandated rest periods or payment of missed rest period premiums; (3) payment of all
26 wages due; (4) receipt of accurate itemized wage statements; and (5) payment of all wages due upon
27 separation of employment (i.e., waiting time penalties).

28 22. Defendants have in place highly standardized practices, policies, and procedures that

1 uniformly apply and govern Plaintiff and other Aggrieved Employees in their role as “Store
2 Managers” for PLS. Their training programs, job descriptions, duties, personnel policies, hiring
3 practices, compensation and promotion guidelines, progressive discipline policies, and Store
4 Manager evaluation protocols are identical in nature and in practice, and ensures that common
5 practices operate uniformly in every PLS branch location. PLS’ job description pertaining to the
6 Store Manager position is worded with managerial tasks that sound or give the impression that the
7 position entails a high degree of sophistication and requires independent judgment and discretion,
8 but the reality is that these so-called managerial tasks are nothing more than layers upon layers of
9 approval and authorization from others above the Store Manager. PLS outlines a list of duties and
10 responsibilities but Defendants simultaneously also have in place a comprehensive and extensive
11 standardized manual, and then requiring the Store Manager to seek authorization and permission
12 from the Human Resources Department and/or a District Manager for just about any type of action
13 or event to be administered on any subordinate employee.

14 23. Therefore, while duties sound or appear to be managerial, due to the multitude of
15 personnel procedures and standardized practices surrounding their role as Store Managers for PLS,
16 Aggrieved Store Managers including Plaintiff perform a uniform list of duties in a relatively
17 predefined manner, leaving them with very little to no opportunity to regularly exercise discretion or
18 independent judgment to “manage” their stores. Thus, they are not subject to the Administrative
19 Exemption. Their jobs are not commonly recognized as a learned or artistic profession, nor is the
20 work of such character that the output produced or the result accomplished cannot be standardized in
21 relation to a given period of time, thus they are not subject to the Professional Exemption. They are
22 not salespeople and thus do not qualify for a sales exemption such as the Outside Sales or Inside
23 Commissioned Sales exemptions. Despite the obviously non-exempt nature of the job duties of Ms.
24 Calva and other Aggrieved Store Managers, PLS misclassified her and similarly-situated Store
25 Manager employees as being exempt.

26 ***Defendants’ Failure to Pay Minimum Wages, including Overtime Payment***

27 24. IWC Wage Order, number 4 defines “hours worked” to mean “the time during which
28 an employee is subject to the control of an employer and includes all the time the employee is

1 suffered or permitted to work, whether or not required to do so.”

2 25. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly
3 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
4 (\$8.00) per hour.

5 26. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that
6 on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9)
7 per hour, that on and after January 1, 2016, the minimum wage for all industries shall be not less
8 than ten dollars (\$10) per hour, that on and after January 1, 2017, the minimum wage for all
9 industries shall be not less than ten dollars and fifty cents (\$10.50) per hour, and that on and after
10 January 1, 2018, the minimum wage for all industries shall be not less than eleven dollars (\$11) per
11 hour,

12 27. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any
13 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage is
14 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage,
15 including interest thereon, reasonable attorney’s fees, and costs of suit.”

16 28. Labor Code section 1194.2(a) provides in relevant part: “In any action under Section
17 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
18 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
19 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

20 29. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
21 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
22 minimum so fixed is unlawful.”

23 30. PLS violates California’s minimum and overtime wage laws on days when Store
24 Managers including Plaintiff work beyond their idealized scheduled 44 hours a week. Store
25 Managers, including Ms. Calva, work well beyond a standard 40-hour work week schedule due to
26 the pressure placed on them by PLS. In fact, during her time as a Store Manager, Ms. Calva was
27 required to work a minimum of 44 hours, but in reality, she worked 11-12 hours a day, five days a
28 week. Defendants violate California’s labor laws, in particular Labor Code Sections 1194, 558, 510

1 when it forces Store Managers, including Plaintiff, to work over eight hours in a day or over forty
2 hours in a week with no premium, overtime pay, or work consecutively on “day off” with no
3 payment of overtime or double-overtime. As a result, Store Managers including Plaintiff are not
4 paid for all hours worked, including overtime, when they work over eight hours in a day or forty
5 hours each week.

6 31. Aggrieved Store Managers, including Plaintiff, are also compelled to work beyond
7 their scheduled hours and at times, off-the-clock, to address high volume foot traffic in their
8 locations and deliver exceptional service to meet customer demands. Upon information and belief,
9 PLS’ procedures and practices in scheduling and staffing their California branch locations leads to
10 frequent understaffing. Store Managers, including Ms. Calva, consequently work well beyond a
11 standard 40-hour work week schedule due to the pressure placed on them by PLS. As referenced
12 above, during her time as a Store Manager, Plaintiff was required to work a minimum of 44 hours,
13 but in reality, she worked 11-12 hours a day, five days a week. Accordingly, when factoring in the
14 *actual* hours worked by Store Managers, their monthly salaries are less than two times the state
15 minimum wage for full-time employment. By way of example, Plaintiff’s hourly wage is estimated
16 to be \$31.00 when dividing her weekly salary of \$1,364.00 by 44 hours. However, when factoring
17 in the *actual* hours that she worked, i.e., 50 hours or 60 hours, Plaintiff’s actual hourly wage rate is
18 \$27.28 or \$22.73, respectively, meaning less than two times the state minimum wage [\$31.00
19 (\$15.50 times 2)]

20 ***Defendants’ Failure to Provide Adequate and Timely Meal and Rest Breaks***

21 32. Aggrieved Store Managers, including Plaintiff, are also not provided with legally
22 compliant meal periods and rest breaks by virtue of being misclassified as salaried exempt Store
23 Managers. Plaintiff is informed and believes and based thereon alleges that as a matter of policy
24 and/or practice, Defendants routinely failed to provide Aggrieved Store Managers, including
25 Plaintiff, with meal periods during which they were relieved of all duties. By virtue of such
26 unlawful misclassification, Plaintiff and the other Aggrieved Store Managers essentially worked
27 through their meal periods.

28 33. Specifically, throughout the Relevant Time Period, Defendants regularly:

- a. Failed to provide Plaintiff and the other aggrieved employees with a first meal period of not less than thirty (30) minutes during which they were relieved of all duty before working more than five (5) hours;
- b. Failed to provide Plaintiff and other aggrieved employees with a second meal break of not less than (30) minutes during which they were relieved of all duty before working more than ten (10) hours; and
- c. Failed to pay Plaintiff and the other aggrieved employees one hour of pay at their regular rate of compensation for each workday that a meal period was not provided.

34. Plaintiff is further informed and believes and based thereon alleges that as a matter of policy and/or practice, Defendants routinely failed to provide Aggrieved Store Managers, including Plaintiff, with rest breaks during which they were relieved of all duties. By virtue of such unlawful misclassification, Plaintiff and the other Aggrieved Store Managers essentially worked through their rest breaks.

35. Specifically, throughout the Relevant Time Period, Defendants regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the other aggrieved employees were relieved of all duty for each four (4) hours of work;
- b. Failed to compensate Plaintiff and the other aggrieved employees for break time when breaks were taken; and
- c. Failed to pay Plaintiff and the other aggrieved employees one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

36. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number 4, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each four (4) hours of work, during which employees are relieved of all duty.

37. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order, number 4, section 12 required employers to pay one hour of additional pay at the regular rate of compensation for each employee and each workday that a proper rest period is not provided.

38. Throughout the Relevant Time Period and as a result of being misclassified as salaried, exempt employees, Plaintiff and the other Aggrieved Store Managers were routinely denied

1 the meal and rest breaks they were entitled to under California law had they been properly classified
2 as non-exempt, hourly employees. Additionally, mandated meal and rest periods were often not
3 made available due to the press of work and as a result of Defendants' scheduling practices.
4 Furthermore, Defendants impeded, discouraged, and dissuaded Store Managers including Ms. Calva
5 from taking meal and rest periods due to their misclassification of Store Managers as exempt
6 employees, and due to PLS's expectations that the Store Manager as the highest ranking position in
7 the branch be physically present and available at all times, coupled with the understaffing and high
8 customer foot traffic, making statutorily-compliant meal and rest periods unavailable. Therefore,
9 Store Managers work off-the-clock and skip mandated meal and rest breaks to meet PLS and PLS's
10 customer demands while PLS systematically ignored its obligations under its written policies and
11 California wage and hour laws by maintaining a work atmosphere that discouraged Store Managers
12 from taking statutorily compliant meal and rest breaks while simultaneously misclassifying such
13 employees as "exempt". PLS therefore did not permit, authorize, or otherwise make available meal
14 and rest periods for Store Managers, including Plaintiff, to take in accordance with the law.

15 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

16 39. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number
17 4, section 7 required employers to maintain adequate employment records and provide employees
18 with accurate itemized wage statements showing gross wages, total hours worked, all applicable
19 hourly rates worked during each pay period, the corresponding number of hours worked at each
20 hourly rate, and meal breaks taken.

21 40. Defendants' wage statements are facially non-compliant by virtue of the
22 misclassification of Plaintiff and other Aggrieved Store Managers as exempt, salaried employees and
23 accordingly the defective meal and rest period policies and practices, the uncompensated work, the
24 unlawful timekeeping systems which do not accurately record the total hours worked by aggrieved
25 Store Managers, including Plaintiff.

26 41. Wage statements provided to Plaintiff and the other Store Managers by Defendants do
27 not show all wages earned, all hours worked, or all applicable rates, in violation of the Labor Code
28 section 226, and IWC Wage Order number 4, section 7.

42. Moreover, Defendants did not maintain adequate records of all wages earned, hours worked, and breaks taken.

Defendants' Failure to Pay All Wages Due at Termination of Employment

43. At all times relevant hereto, Labor Code § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. Labor Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

44. Defendants willfully and knowingly failed to pay Plaintiff and the other Aggrieved Store Managers, upon termination of employment, all accrued compensation including payment of minimum wage compensation, missed meal and rest periods compensation and for time spent performing work off the clock at Defendants' branch locations by way of misclassifying said Aggrieved Store Managers as exempt, salaried employees.

Exhaustion of Administrative Remedies

45. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated June 30, 2023, Plaintiff, on behalf of herself and the other aggrieved employees, gave written notice by electronic mail and certified mail to the Labor and Workforce Development Agency ("LWDA") and PLS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached as **Exhibit "1"** is a true and correct copy of the referenced letter.

46. More than sixty-five (65) calendar days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

////

////

1 ///

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

4 **(On Behalf of Plaintiff and the Other Aggrieved Store Managers Against All Defendants)**

5 47. Plaintiff incorporates by reference the allegations set forth above.

6 48. As set forth above, Plaintiff has complied with the procedures for bringing suit
7 specified in California Labor Code Section 2699.3. By letter dated June 30, 2023, Plaintiff, on
8 behalf of herself and the other aggrieved employees, gave written notice by certified mail to the
9 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have
10 been violated, including the facts and theories to support the alleged violations. More than sixty-five
11 (65) calendar days have passed since Plaintiff provided the LWDA with written notice. To date,
12 Plaintiff has not received any written notice nor been notified from the LWDA that it does intend to
13 investigate the violations of the California Labor Code alleged herein.

14 49. This action arises out of the allegedly unlawful labor practices of Defendants in
15 California. Through this private attorneys' general action, Plaintiff represents herself, and other
16 aggrieved employees of Defendants that were in California, against whom Defendants have
17 allegedly committed labor law violations alleged herein. As a result of the allegedly unlawful
18 conduct described herein, Plaintiff now seeks to recover civil penalties, attorneys' fees, and costs,
19 pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq.*

20 50. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
21 under conditions that violate the applicable Wage Order.

22 51. Plaintiff is informed and believes that throughout the Relevant Time Period,
23 Defendants have applied centrally devised policies and practices to Plaintiff and the other aggrieved
24 employees with respect to wages, hours, and working conditions.

25 **Failure to Pay Minimum Wages and Designated Rates**

26 52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
27 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
28 employees and the payment of a wage less than the minimum so fixed is unlawful. Additionally,

1 Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that
2 violate the applicable Wage Order.

3 53. Where any statute or contract requires an employer to maintain the designated wage
4 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
5 purporting to pay the wage designated by statute or by contract.

6 54. At all relevant times, Defendants maintained a policy and practice of requiring
7 Plaintiff and the other Aggrieved Store Managers to remain under Defendants' control without
8 paying therefore, which resulted in them earning less than the legal minimum wage in the State of
9 California for all hours worked.

10 55. Defendants' failure to pay Plaintiff and other Aggrieved Store Managers minimum
11 wages and designated wage rates violates California Labor Code sections 223, 1182.12, 1194, and
12 1197. Plaintiff and other Aggrieved Store Managers are entitled to recover civil penalties pursuant to
13 sections 1197.1 and 2699(a), (f), and (g).

14 **Failure to Pay Overtime Compensation**

15 56. Labor Code Section 1194 provides that an employee receiving less than the legal
16 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
17 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
18 fees, and costs of suit.

19 57. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
20 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
21 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
22 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
23 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
24 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
25 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
26 than twice the regular rate of pay of an employee."

27 58. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
28 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all

1 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
2 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
3 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
4 hours on the seventh (7th) day of work in any one workweek.

5 59. Plaintiff and the other Aggrieved Store Managers were misclassified as exempt,
6 salaried employees by Defendants and were therefore entitled to overtime compensation for all hours
7 worked in excess of the hours and time specified in the Wage Order, statutes and regulations
8 identified herein.

9 60. Accordingly, Defendants failed to properly record the actual hours worked by
10 Plaintiff and other aggrieved employees, and thus failed to pay overtime wages for the actual amount
11 of overtime hours worked.

12 **Failure to Provide Timely and Adequate Meal and Rest Breaks**

13 61. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative
14 obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal
15 periods of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide
16 them with two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work
17 period of more than ten (10) hours.

18 62. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from
19 requiring employees to work during required meal periods and require employers to pay non-exempt
20 employees an additional hour of premium wages on each workday that the employee is not provided
21 with a required meal period.

22 63. At relevant times during the applicable Relevant Time Period, Defendants
23 misclassified Plaintiff and Aggrieved Store Managers as salaried, exempt employees and therefore
24 deprived Plaintiff and Aggrieved Store Managers from statutorily-compliant meal and rest periods.
25 Defendants accordingly failed to provide Plaintiff and Aggrieved Store Managers with uninterrupted
26 meal periods of at least thirty (30) minutes on each day that they worked five (5) or more hours, as
27 required by Labor Code Section 512 and the Wage Order, also as a result of duties and schedules
28 that do not permit them to take all legally required breaks. Plaintiff is informed, believes, and

1 thereon alleges that, at relevant times during the applicable Relevant Time Period, Defendants
2 maintained a policy or practice of not providing the other Aggrieved Store Managers with
3 uninterrupted meal periods of at least thirty (30) minutes for each five (5) hour work period, as
4 required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do
5 not permit them to take all legally required meal periods.

6 64. Section 12 of the Wage Order imposes an affirmative obligation on employers to
7 permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes
8 of net rest time for each four (4) hour work period, or major portion thereof, that must be in the
9 middle of each work period insofar as is practicable.

10 65. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
11 requiring employees to work during required rest periods and require employers to pay non-exempt
12 employees an additional hour of premium wages on each workday that the employee is not provided
13 with the required rest period.

14 66. At relevant times during the applicable limitations period, Defendants failed to
15 provide Plaintiff and Aggrieved Store Manager with a net rest period of at least ten (10) minutes for
16 each four (4) hour work period, or major portion thereof, as required by the Wage Order, as a result
17 of duties and schedules that do not permit Plaintiff and Aggrieved Store Managers to take all legally
18 required rest breaks.

19 67. Plaintiff is informed, believes, and thereon alleges that, at relevant times during the
20 applicable limitations period, Defendants maintained a policy or practice of not providing the other
21 aggrieved employees with net rest periods of a least ten (10) minutes for each four (4) hour work
22 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules
23 that do not permit them to take all legally required rest breaks.

24 68. Plaintiff is further informed, believes, and thereon alleges that by virtue of such
25 unlawful misclassification, Defendants rarely, if ever, issues any compensation to Aggrieved Store
26 Managers for missed, late or shortened meal and/or rest breaks.

27 **Failure to Provide and Maintain Compliant Wage Statements**

28 69. Labor Code Section 1174 requires that every person employing labor in this state

1 shall keep (1) a record showing the names and addresses of all employees employed and the ages of
2 all minors; (2) at a central location in the state or at the plants or establishments at which employees
3 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
4 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
5 the respective plants or establishments; (3) such records in accordance with rules established for this
6 purpose by the commission, but in any case, on file for not less than three years. This statute also
7 prevents an employer from prohibiting an employee from maintaining a personal record of hours
8 worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to
9 keep the records required by Section 1174.

10 70. Pursuant to California Labor Code Section 226(a), Plaintiff and the other aggrieved
11 employees were entitled to receive, semimonthly or at the time of each payment of wages, an
12 accurate itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable
13 hourly rates in effect during the pay period; and (d) the corresponding number of hours worked at
14 each hourly rate by the employee.

15 71. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
16 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
17 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of
18 the unlawful labor and payroll practices described herein.

19 72. Plaintiff is informed and believes and thereon alleges that, at all relevant times during
20 the applicable Relevant Time Period, Defendants maintained a policy or practice of not providing
21 Aggrieved Store Managers with accurate itemized wage statements by providing them with wage
22 statements with inaccurate entries for hours worked, corresponding rates of pay, total wages and
23 deductions from wages earned as a result of the unlawful misclassification of their status, and
24 accordingly as a result of the labor and payroll practices described herein.

25 73. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
26 provide her and the other Aggrieved Store Managers with accurate written wage statements is
27 knowing and intentional.

28 74. Plaintiff is informed and believes and thereon alleges that Defendants had the ability

1 to provide her and the Aggrieved Store Managers with accurate wage statements, but intentionally
2 provided wage statements that they knew are not accurate.

3 75. As a result of being provided with inaccurate wage statements by Defendants,
4 Plaintiff and the Aggrieved Store Managers have suffered an injury. Their legal rights to receive
5 accurate wage statements were violated and they were misled about the amount of wages they had
6 actually earned and were owed. In addition, the absence of accurate information on their wage
7 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
8 discovery and mathematical computations to determine the amounts of wages owed, has caused
9 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
10 submission of inaccurate information about wages and amounts deducted from wages to state and
11 federal government agencies.

12 76. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on
13 behalf of themselves and other current or former employees, to bring a civil action to recover civil
14 penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

15 **Section 558 Penalties**

16 77. The PAGA claims are also brought against Defendants pursuant to provisions of the
17 labor code including § 558 which permits liability of persons or employers who violate or cause to
18 be violated Labor Code and IWC regulations. California Labor Code Section 2699.

19 78. The PAGA states:

20 Notwithstanding any other provision of law, any provision of this code that
21 provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency or any of its departments, divisions,
23 commissions, boards, agencies, or employees, for a violation of this code, may, as
24 an alternative, be recovered through a civil action brought by an aggrieved
25 employee on behalf of herself or herself and other current or former employees...

26 79. One provision of law enforceable through PAGA as to civil penalties, though not
27 unpaid wages, is Labor Code § 558, which states the following:

28 (a) Any employer or other person acting on behalf of an employer who violates,
or causes to be violated, a section of this chapter or any provision regulating hours
and days of work in any order of the Industrial Welfare Commission shall be
subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
each pay period for which the employee was underpaid in addition to any amount
sufficient to recover underpaid wages.

1 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition
3 to an amount sufficient to recover underpaid wages...

4 **Penalties Authorized by PAGA**

5 80. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiff and the other
6 Aggrieved Store Managers of Defendants are entitled to, and seek to, recover civil penalties for
7 Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223,
8 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, and 2698
9 *et seq.*, during the applicable limitations period in the following amounts:

- 10 a. For violations of California Labor Code sections 201, 202, 203, 226.7, 1198, one
11 hundred dollars (\$100.00) for each aggrieved employee per pay period for each
12 initial violation and two hundred dollars (\$200.00) for each Aggrieved Store
13 Manager per pay period for each subsequent violation (penalty amounts established
14 by California Labor Code Section 2699(f)(2));
- 15 b. For violations of California Labor Code Section 1194-1197.1, one hundred
16 dollars (\$100.00) for each aggrieved employee per pay period for each initial
17 violation and two hundred dollars and fifty (\$250.00) for each Aggrieved Store
18 Manager per pay period for each subsequent violation regardless of whether the
19 initial violation is intentionally committed (penalty amounts established by
20 California Labor Code § 1197.1);
- 21 c. For violations of California Labor Code Sections 216, 221, 223 one hundred
22 dollars (\$100.00) for each aggrieved employee for each initial violation and two
23 hundred dollars (\$200.00) for each Aggrieved Store Manager for each
24 subsequent or willful violation (penalty amounts established by California Labor
25 Code § 225.5);
- 26 d. For violations of California Labor Code Section 1174, five hundred dollars
27 (\$500.00) for each of Defendants' violations in addition to any other penalties or
28 fines permitted by law (penalty amounts established by California Labor Code §
1174.5);

- 1 e. For violations of California Labor Code Section 226, two hundred fifty dollars
2 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00)
3 per employee for each subsequent violation (penalty amounts established by
4 California Labor Code Section 226.3);
- 5 f. For violations of California Labor Code Section 204, one hundred dollars (\$100.00)
6 per employee for initial violation and two hundred dollars (\$200.00) per employee
7 for each subsequent violation, plus 25 percent of the amount unlawfully withheld
8 (penalty amounts established by California Labor Code Section 210);
- 9 g. For violations of California Labor Code section 510, 511, 512, 551, 552 and,
10 Wage Order 4-2001 Sections 9, 11, and 12, fifty dollars (\$50.00) for each
11 aggrieved employee for each initial violation for pay period for which the
12 employee was underpaid in addition to an amount sufficient to recover unpaid
13 wages and one hundred dollars (\$100.00) for each underpaid employee for each
14 pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover unpaid wages (penalty amounts established by California
16 Labor Code Section 558).
- 17 h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for
18 initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay
19 period for which the employee was underpaid; for each subsequent violation, one
20 hundred dollars (\$100.00) for each underpaid employee for each pay period for
21 which the employee was underpaid (penalty amounts established by California
22 Labor Code Section 558).

23 81. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of herself and
24 the other Aggrieved Store Manager, is entitled to an award of reasonable attorneys' fees and costs.

25 **PRAYER FOR RELIEF**

26 Wherefore, Plaintiff on behalf of herself and on behalf of all other Aggrieved Store
27 Manager, prays for judgment against Defendants as follows:

- 28 a. Civil penalties;

- b. Other penalties and fines permitted by law;
- c. Costs of suit;
- d. Reasonable attorneys' fees;
- e. Pre-judgment and post-judgment interest as provided by law; and
- f. Such other and further relief as the Court deems just and proper.

DATED: September 5, 2023

BOYAMIAN LAW, INC.

By: 
Michael H. Boyamian
Attorney for Plaintiff MARIA CALVA,
Other Aggrieved Employees, and the
General Public