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and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

MARIA LOERA, on behalf of themselves
and all others similarly situated

PLAINTIFFS,

v.

EUROSTAR, INC., a Delaware Corporation;
and DOES 1 through 100, inclusive

DEFENDANTS.

Case No. CVRI2303402

FIRST AMENDED CLASS ACTION
COMPLAINT

1. **Failure to Pay Minimum Wage**
2. **Failure to Pay Overtime and Double Time Wages**
3. **Failure to Provide Meal Periods**
4. **Failure to Provide Rest Periods**
5. **Failure to Pay All Wages Due at Separation**
6. **Unfair Competition**
7. **Record Keeping Violations**
8. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1 This is an action brought by Plaintiff Maria Loera (“Plaintiff”), on her behalf and all others
2 similarly situated, against Eurostar, Inc., a Delaware Corporation, and other as of yet unnamed DOE
3 Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations
4 of the California Labor Code and Unfair Competition Law. Plaintiff demands a jury trial and seeks
5 damages, attorneys’ fees and costs of suit. Plaintiff is informed and believes, and on that basis
6 alleges, as follows:

7 I. INTRODUCTION

8 1. This is a civil class action brought on behalf of Plaintiff and all other individuals
9 who worked for Defendants in California as hourly non-exempt retail employees at any time from
10 January 3, 2019¹ until class certification (“Class Period”), who Defendants failed to pay minimum
11 and overtime wages, failed to provide legally compliant meal and rest breaks or meal and rest period
12 premium pay in lieu thereof, and failed to pay all wages due at separation.

13 2. Plaintiff, on behalf of herself and the Class, seeks all available relief, including
14 damages, restitution, and disgorgement of all revenues, earnings, profits, compensation and benefits
15 earned or received by Defendants. Plaintiff further seeks injunctive relief and declaratory relief, as
16 a result of Defendants’ unlawful and unfair business practices, and Defendants’ violations of the
17 California Labor Code. The acts complained of herein have occurred and will occur, at least in part,
18 within the time period from January 3, 2019 to class certification.

19 3. This civil action seeks recovery of damages, including but not limited to unpaid
20 wages and applicable statutory damages, statutory penalties, and other penalties for Defendants’
21 violations of provisions of the California Labor Code (“Labor Code”), including but not limited to
22 §§200, *et seq.*, 226.7, 510, 512, 1194, 1194.2, 1197, 1198 and applicable Wage Orders issued by
23 the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”). Plaintiff, for
24 herself and on behalf of the Class, further seeks restitution, and declaratory relief for Defendants’
25 violations of California Business and Professions Code (“B&PC”) §17200, *et seq.*, including full
26 restitution of all compensation retained by Defendants, as a result of their unlawful, fraudulent, and

27 ¹ The Class Periods are extended pursuant to California Judicial Council Emergency Rule 9
28 (“Emergency Rule 9”). Pursuant to Emergency Rule 9, the statute of limitations of 180 days or
more were tolled from April 6, 2020 through October 1, 2020.

1 unfair business practices. Further, Plaintiff seeks injunctive relief under B&PC §17200, *et seq.*

2 **II. JURISDICTION AND VENUE**

3 4. Jurisdiction is proper in this Court because it is a civil action where the amount in
4 controversy, exclusive of interests and costs, exceeds the jurisdictional minimum of the Court. The
5 acts and omissions complained of in this action took place in the State of California, and all
6 Defendants have subjected themselves to the State of California.

7 5. The Los Angeles Superior Court is the proper venue for this action pursuant to CCP
8 §395(a) and §395.5 as, at all relevant times, Defendants conducted business and engaged in acts
9 and omissions which are subject matter of this Complaint in the County of Riverside. Defendants
10 maintain a business location in Corona, California as well as business locations throughout the state
11 of California.

12 **III. PARTIES**

13 6. Plaintiff is now and/or at all times mentioned in this Complaint was a resident of
14 the State of California. Plaintiff worked for Defendant in California from approximately 2013 to
15 approximately May 3, 2022, as a non-exempt hourly retail employee with the title of Store Manager.
16 During her employment Plaintiff was not paid minimum or overtime wages, pursuant to the Labor
17 Code, for hours suffered and/or permitted to work off-the-clock for Defendants. Plaintiff was not
18 provided legally compliant meal periods or an additional hour of premium pay for each day
19 Defendant failed to provide a legally compliant meal period. Plaintiff was not provided legally
20 compliant rest periods or an additional hour of pay in the form of rest period premium pay for each
21 day Defendant failed to provide a legally compliant rest period. Plaintiff was not provided all earned
22 wages at the time of separation.

23 7. Plaintiff seeks to recover, for herself, and the entirety of the Class, the full amount
24 of all unpaid minimum and overtime wages owed to the class pursuant to Labor Code §§510 and
25 1194. Plaintiff seeks for herself, and the entirety of the Class, damages in the form of premium pay
26 and unpaid penalties, compensation for all unpaid meal periods, pursuant to Labor Code §§512,
27 226.7 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

28 8. Plaintiff seeks for herself, and the entirety of the Class, damages in the form of

premium pay for each day Defendant failed to provide a legally compliant rest period, pursuant to Labor Code §226.7 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

9. Plaintiff seeks for herself, and the Class members who no longer work for Defendants, damages, penalties and restitution, in the form of all unpaid wages and waiting time penalties owed pursuant to Labor Code §203.

10. Defendant Eurostar Inc., dba WSS is a footwear retailer. Defendant, at all material times herein, was and is doing business as “WSS” in the State of California.

11. Plaintiff, and by extension the Class, do not know the true names and capacities of Defendants sued herein as “DOES 1-100, inclusive,” and therefore sues these Defendants by such fictitious names. Defendants, including each fictitiously named DOE Defendant, owned, controlled, or managed the business for which Plaintiff worked, and/or directly or indirectly exercised operational control over the wages, hours, and working conditions of Plaintiff and the Class members.

12. Defendants, including DOES 1-100, held ownership, officer, director and/or executive positions with Defendant Eurostar Inc., dba WSS, and acted on behalf of the remaining Defendants, which included decision-making responsibility for, and establishment of, illegal wage and hour practices, payroll practices, and other policies for Defendants which have damaged Plaintiff and the Class members.

13. Defendants and DOES 1-100, are “employers” as a matter of law and are personally liable on the causes of action alleged herein. Plaintiff will seek leave of the court to amend this complaint to allege such names and capacities as soon as they are ascertained.

14. Plaintiff is informed and believes and thereon alleges that all Defendants, including the fictitious DOE Defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners and/or joint venturers of all other Defendants. The actions of Defendants, their officers, managers, supervisors, agents, and other employees of Defendants against Plaintiff and the Class were ratified by Defendants.

15. Defendants personally profited by keeping wages that were owed to Plaintiff and the Class under California’s wage and hour laws, and Defendants obtained an unfair competitive

1 advantage over law-abiding businesses by not paying Plaintiff and the Class according to the legal
2 minimum standards.

3 16. All allegations in this complaint, except as to the facts relating to Plaintiff that are
4 based upon her knowledge, are based upon information and belief, and are likely to have evidentiary
5 support after a reasonable opportunity for further investigation and/or discovery. Whenever
6 allegations in this complaint are contrary or inconsistent, such allegations are made in the
7 alternative.

8 IV. COMMON FACTUAL AND CLASS ALLEGATIONS

9 17. Plaintiff brings this lawsuit on behalf of herself and the proposed Class, which is
10 made up of all California persons who are current and former employees of Defendants, who work
11 or worked as non-exempt employees for Defendants' retail locations from January 3, 2019 to class
12 certification. Plaintiff and Class members seek, without limitation, damages, unpaid wages,
13 restitution, injunctive relief, declaratory relief, penalties, liquidated damages, interest, costs, and
14 attorneys' fees to remedy Defendants' violations of wage and hour laws and unfair business
15 practices.

16 18. Throughout the Class Period, Plaintiff and all Class members were and are
17 employees of Defendants, entitled to all of the protections afforded to employees under the Labor
18 Code and applicable IWC Wage Orders.

19 19. Defendants' primary business is footwear retail, with locations throughout the state
20 of California. This work was performed in part by Plaintiff and the Class members. Plaintiff and
21 the Class members consist of, but are not limited to, non-exempt store managers, store associates
22 and other non-exempt employees at Defendants' retail locations.

23 20. Defendants designed and engineered schedules, timekeeping procedures, and
24 practices that resulted in Plaintiff, and all members of the proposed Class, working more than eight
25 (8) hours of work in one day or work occurring off-the-clock.

26 21. Despite knowing that their non-exempt employees were working regular and/or
27 overtime hours, Defendants refused to pay minimum wage and overtime premiums for all such
28 hours worked.

1 22. Throughout the Class Period, Defendants knowingly and willfully engaged and
2 continue to engage in an unlawful scheme to avoid complying with California wage and hour laws
3 and other state employee rights and benefits. While employed by Defendants as California hourly
4 non-exempt employees, Plaintiff and the Class members routinely worked in excess of eight (8)
5 hours per day and/or forty (40) hours per week.

6 23. Throughout the relevant time period, Plaintiffs and Class members were assigned
7 and suffered and permitted to work without pay for tasks performed for the benefit of Defendants'
8 business and were not and/or are not fully compensated for this work.

9 24. During the relevant time period, Defendants failed to pay Plaintiff and Class
10 members for all hours worked. Thus, Defendants did not pay Plaintiff and the Class members'
11 minimum wages and/or overtime wages in accordance with the law.

12 25. Throughout the Class Period, Defendants failed to authorize and permit rest periods
13 and meal breaks. Plaintiff and Class members were assigned to and required to work shifts lasting
14 over four (4) hours and were not provided nor allowed to take a paid ten minute uninterrupted rest
15 break during each four (4) hour work period, or major fraction thereof, at the direction of
16 Defendants and/or with Defendants knowledge and acquiescence. Plaintiff and Class members
17 were assigned to and required to work shifts lasting over five (5) hours, and were not provided nor
18 allowed to take a thirty (30) minute uninterrupted off-duty meal break within the first five (5) hours
19 of work.

20 26. Throughout the Class Period, Defendants failed to allow for inspection and/or
21 copying employment records, including but not limited to personnel files, signed documents,
22 payroll records, etc. to Plaintiffs and the Class members who requested access and/or a copy of
23 these records from Defendants.

24 27. Throughout the Class Period, Defendants failed to pay Plaintiff and all other class
25 members who are no longer employed by Defendants all earned wages due upon separation.

26 28. Plaintiff claims that Defendants did not maintain accurate records pursuant to Labor
27 Code §226 and 1174 or allow inspection and/or copying of the same pursuant to Labor Code
28 §1198.5.

29. The failure to provide Plaintiff and Class members with legally compliant meal and rest periods; maintain, provide and/or allow inspection of accurate employment records that includes but is not limited to personnel files and wage statements, pay all wages upon termination, Labor Code violations, and Wage Order violations upon Plaintiff and the Class are a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff and the Class.

30. The underpayment of wages to the Plaintiff and the Class is a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff and all Class members.

31. Because of Defendants' unlawful conduct, Plaintiff and Class members have been and continue to be systematically deprived of earned wages to which they are entitled by law and equity, and deprived of other benefits provided by the Labor Code and applicable IWC Wage Orders, to the detriment of themselves, their families, and the public at large.

Class Action Allegations

32. Plaintiff brings this action on her own behalf and on behalf of the proposed Class, pursuant to California Code of Civil Procedure §382.

33. Further, this action is brought for the benefit of the public, who are entitled to restitution of those funds improperly withheld by Defendants.

34. The Classes which Plaintiff seeks to represent are composed of and defined as follows:

Class 1

All California hourly non-exempt retail employees of Defendants from January 3, 2019 to class certification who suffered and/or were permitted to work without compensation paid at minimum wage. (“Off the Clock” Class).

Class 2

All California hourly non-exempt retail employees of Defendants from January 3, 2019 to class certification to class certification who worked at least one (1) day of more than eight (8) hours in a day or more than forty (40) hours in a week. (“Overtime” Class).

1 **Class 3**

2 All California hourly non-exempt retail employees of Defendants from from January 3,
3 2019 to class certification to class certification who were not provided legally-compliant meal
4 periods. (“Meal Break” Class).

5 **Class 4**

6 All California hourly non-exempt retail employees of Defendants from from January 3,
7 2019 to class certification to class certification who were not provided with 10 minute rest periods
8 for each four (4) hours of work or major fraction thereof. (“Rest Period” Class).

9 **Class 6**

10 All California hourly non-exempt retail employees of Defendants from March 29, 2020 to
11 class certification who no long work for Defendants and were not paid all earned wages upon
12 separation. (“Waiting Time Penalties” Class).

13 35. Plaintiff reserves the right to amend or otherwise alter the Class definitions
14 presented to the Court at the appropriate times, or to propose or eliminate sub-classes, in response
15 to facts learned through discovery, or otherwise.

16 36. This action has been brought and may be properly maintained as a class action
17 pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

18 37. **Numerosity:** Plaintiff is informed and believes and on that basis alleges that the
19 proposed Classes consist of numerous people who are currently and formerly employed by
20 Defendants as hourly non-exempt retail employees in the state of California during the relevant
21 time period. It is possible to ascertain the number of former and current employees who are
22 members of the proposed Class, but they are so numerous that joinder is impracticable. The
23 proposed Class includes future employees (persons who are hired by defendant within the class
24 period, but who are not now class members as current or former employees) whose joinder is
25 currently impossible. The precise number of Class members and their addresses can be determined
26 by Defendants business records and will become known to Plaintiffs through discovery. Class
27 members may be notified of the pendency of this action by e-mail, the internet, or published and
28 posted notice.

1 38. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed
2 Classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected
3 to Defendants' unlawful employment practices, as alleged in this Complaint.

4 39. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the
5 interests of the Classes. Plaintiff's interests do not conflict with Class members' interests, and
6 Plaintiff has retained competent and experienced counsel. The interests of Class members will be
7 fairly and adequately protected by Plaintiff and her counsel.

8 40. **Common Questions of Law and Fact:** Common questions of law and fact exist
9 as to all Class members and predominate over any questions affecting solely individual members
10 of the proposed Class:

- 11 a. Whether Defendants violated the applicable Labor Code provisions including
12 §§510 and 1194 by requiring overtime work from the members of the proposed
13 Plaintiff class and not paying for said work according to the overtime laws of
14 the State of California without exemption;
- 15 b. Whether Defendants failed to pay the appropriate straight time and premium
16 overtime compensation to the members of the proposed Plaintiff class;
- 17 c. Whether Defendants improperly retained, appropriated or deprived Plaintiffs
18 and members of the proposed Plaintiff class of the use of monies or sums to
19 which they were legally entitled;
- 20 d. Whether Defendants engaged in unlawful, unfair, and/or fraudulent business
21 practices;
- 22 e. Whether Defendants, and each of them, was/were participants in the alleged
23 unlawful conduct;
- 24 f. Whether Defendants conduct was willful or reckless;
- 25 g. The effect upon and the extent of injuries suffered by Plaintiffs and all others
26 similarly situated and the appropriate amount of compensation;
- 27 h. The appropriate amount of monetary penalties allowed by Labor Code §§201,
28 *et seq.*

- 1 i. Whether Defendants failed to pay minimum wages and/or overtime
2 compensation to the proposed Plaintiff class members despite the hours
3 Defendants suffered and permitted members of the proposed Plaintiff class to
4 actually work, in violation of the Labor Code and the IWC Wage Order(s);
- 5 j. Whether Defendants failed to and continue to fail to provide meal and/or rest
6 breaks in violation of Section 11 and 12 of the applicable Wage Order(s) and
7 Labor Code §§512 and 226.7;
- 8 k. Whether Defendants failed and continue to fail to pay meal break violation
9 and/or rest break violation premium penalties at the regular hourly rate of pay,
10 in violation of Section 11 and 12 of the applicable Wage Order(s) and Labor
11 Code §§512 and 226.7;
- 12 l. Whether Defendants willfully violated provisions of the California Labor Code;
- 13 m. Whether Defendants fail to provide regular legally compliant meal periods;
- 14 n. Whether Defendants fail to authorize and permit legally compliant rest period
15 breaks;
- 16 o. Whether Defendants' pay practices are an unlawful and/or unfair business
17 practice in violation of the Business and Professions Code §17200, *et seq.*;
- 18 p. Whether Defendants failed to pay and continues to fail to pay at least minimum
19 wage for time that the class members are suffered and/or permitted to work;
- 20 q. Whether Defendants' failed and continue to fail to pay all wages due upon
21 termination of employment in violation of Labor Code §200, *et seq.*

22 41. **Superiority and Substantial Benefit:** A class action is the superior method for the
23 fair and efficient adjudication of this controversy. Defendants implemented an illegal scheme that
24 is generally applicable to Plaintiff and the members of the proposed Classes. Damages suffered by
25 each Class member may be relatively small given the burden and expense of individual prosecution
26 of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be
27 virtually impossible for the Class members to redress the wrongs done to them on an individual
28 basis. Even if Class members could afford such individual litigation, the court system could not.

1 By contrast, the class action device presents far fewer management difficulties, and provides the
2 benefits of a single adjudication, economies of scale, and comprehensive supervision by a single
3 court.

4 42. Plaintiff knows of no difficulty that will be encountered in the management of this
5 litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes,
6 and on that basis alleges, that the amount of money due each Class member as economic damages
7 is ascertainable from Defendants' records, or may readily be determined by other means.

8 43. The Classes should also be certified because:

9 a. The prosecution of separate actions by individual Class members would
10 create a risk of inconsistent or varying adjudications with respect to individual Class members,
11 which would establish incompatible standards of conduct for Defendants;

12 b. The prosecution of separate actions by individual Class members creates
13 the risk of adjudication with respect to them, which would, as a practical matter, be dispositive of
14 the interests of the other Class members not parties to the adjudications, or would substantially
15 impair or impede their ability to protect their interests; and

16 c. Defendant has acted or has refused to act on grounds generally applicable
17 to the class and/or the general public, thereby making final and injunctive relief, as well as
18 declaratory relief, with respect to the Class as a whole, appropriate.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **Violation of Labor Code §§510, 1194, 1194.2, & 1197; IWC Wage Order No. 7-2001**

22 (Against all Defendants on Behalf of Plaintiff and the Class)

23 44. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
24 paragraphs 1 through 43 of this Complaint.

25 45. Labor Code §1197 provides: "The minimum wage for employees fixed by the
26 commission is the minimum wage to be paid to employees, and the payment of a less wage than
27 the minimum so fixed is unlawful."

28 46. Labor Code §1194 provides: "Notwithstanding any agreement to work for a lesser

1 wage, any employee receiving less than the legal minimum wage or the legal overtime
2 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
3 of the full amount of this minimum wage or overtime compensation, including interest thereon,
4 reasonable attorney's fees, and costs of suit.”

5 47. Labor Code §1194.2 provides: In any action under Section 98, 1193.6, 1194, or
6 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by
7 an order of the commission or by statute, an employee shall be entitled to recover liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

9 48. Pursuant to IWC Wage Order No. 7-2001 (“WO 7-01”), “Hours worked” “means
10 the time during which an employee is subject to the control of an employer, and includes all the
11 time the employee is suffered or permitted to work, whether or not required to do so.”

12 49. Pursuant to §4 of IWC Wage Order No. 7-2001, and California minimum wage
13 law, Plaintiff and Class members were entitled to receive not less than \$12.00/hour for all hours
14 worked between January 1, 2019 and December 31, 2019, not less than \$13.00/hour for all hours
15 worked since January 1, 2020 and December 31, 2020, not less than \$14.00/hour for all hours
16 worked since January 1, 2021 and December 31, 2021, not less than \$15.00/hour for all hours
17 worked since January 1, 2022 and December 31, 2022, and not less than \$15.50/hour for all hours
18 worked since January 1, 2023 through class certification.

19 50. During the Class Period, under the provisions of IWC Wage Order No. 7-2001 and
20 California minimum wage law, Plaintiff and each Class member should have received not less than
21 the minimum wage for every hour worked.

22 51. During the relevant statutory time period, Defendants systematically, routinely, and
23 willfully failed to pay Plaintiff and Class members regular and minimum wages.

24 52. Defendants’ failure to pay minimum wages resulted from the following acts and
25 omissions: their failure to compensate Plaintiff and Class members for all hours worked at a rate
26 equivalent to minimum wage.

27 53. For all hours that Plaintiff and Class members worked, they are entitled to and seek
28 not less than the California minimum wage and, pursuant to Labor Code §1194.2(a) liquidated

1 damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to Labor
2 Code §1194, Plaintiff and the Class members are entitled to their attorneys' fees and costs and
3 interest according to proof.

4 54. As a direct result, Plaintiffs and the Class members have suffered, and continue to
5 suffer, substantial damages in an amount to be proven at trial and are entitled to all appropriate legal
6 remedies provided by the California Labor Code and IWC Wage Orders, including unpaid wages,
7 liquidated damages, interest, attorneys' fees and costs of suit.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY ALL OVERTIME AND DOUBLE TIME WAGES**

10 **Violation of Labor Code §§510 and 1194; IWC Wage Order No. 7-2001**

11 (Against all Defendants on Behalf of Plaintiff and the Class)

12 55. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
13 paragraphs 1 through 43 of this Complaint.

14 56. Labor Code §510 mandates: "Eight hours of labor constitutes a day's work. Any
15 work in excess of eight hours in one workday and any work in excess of 40 hours in any one
16 workweek and the first eight hours worked on the seventh day of work in any one workweek shall
17 be compensated at the rate of no less than one and one-half times the regular rate of pay for an
18 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
19 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours
20 on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
21 rate of pay of an employee. Nothing in this section requires an employer to combine more than one
22 rate of overtime compensation in order to calculate the amount to be paid to an employee for any
23 hour of overtime work." The California overtime requirement and wage requirement are non-
24 waivable rights pursuant to LC §219.

25 57. Section 3(a)(1) of Wage Order No. 7-2001 mandates that employers pay one and
26 one-half times the employees' regular rate of pay for employees who work more than eight hours
27 in a day or forty hours in a week and two times their regular rate of pay for any work in excess of
28 twelve hours in one day.

1 58. Labor Code §1194(a) states: “Notwithstanding any agreement to work for a lesser
2 wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
4 of the full amount of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorney’s fees, and costs of suit.”

6 59. Pursuant to Labor Code §§218 and 1194(a), Plaintiffs may bring a civil action for
7 overtime wages directly against the employer without first filing a claim with the Division of Labor
8 Standards Enforcement (“DLSE”) and may recover such wages, together with interest thereon,
9 penalties, attorneys’ fees and costs. Further, pursuant to Labor Code §1198, it is unlawful to employ
10 person for longer than the hours set by the IWC or under conditions prohibited by the applicable
11 IWC Wage Orders. IWC Wage Order No. 4, as amended, applies to Plaintiffs and the Class.

12 60. During the Class Period, Plaintiff and Class members were non-exempt for
13 purposes of the overtime and double-time pay requirements set forth in LC §510 and Wage Order
14 No. 7-2001. During the Class Period, Defendants’ uniform corporate policy and practice routinely
15 required its non-exempt employees, including Plaintiff, to work over eight hours in a day and over
16 forty hours in a workweek. This corporate policy and pattern of conduct was/is accomplished with
17 the advance knowledge and design of Defendants herein. Thus, Plaintiff and the members of the
18 Class regularly and customarily performed overtime work.

19 61. Defendants have failed and refused to pay Plaintiff and the Class members overtime
20 compensation for all overtime hours worked in excess of eight (8) hours per day and forty (40)
21 hours per week as required by LC §§510, 1194 and the applicable Wage Orders.

22 62. Plaintiff is informed and believes and based thereon alleges that the obligations and
23 responsibilities of the class employees are irrelevant because Plaintiff and the Class members were
24 subjected to Defendants’ unlawful pay plans and its failure to pay overtime pay for all overtime
25 hours worked by Plaintiff and the Class members.

26 63. Plaintiff and the Class members have been deprived of rightfully earned overtime
27 compensation as a direct and proximate result of Defendants’ common policies, practices, and
28 refusal to pay the full amount of compensation earned for all overtime hours worked.

64. Plaintiff and the Class are entitled to and seek the full amount of all earned unpaid overtime pay, attorneys' fees and costs, and interest pursuant to LC §1194 in an amount to be determined at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

In Violation of Labor Code §§226.7, 512, & IWC Wage Order No. 7-2001

(Against all Defendants on Behalf of Plaintiff and the Class)

65. Plaintiffs re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 43 of this Complaint.

66. Labor Code §226.7 requires an employer to pay one additional hour of compensation, at the regular rate of pay, per day for each meal period the employer fails to provide pursuant to the Labor Code and/or applicable Wage Order. Plaintiff alleges that Defendants failed to provide legally compliant meal periods to Plaintiffs and the Class members; in addition to impeding, discouraging, and/or dissuading employees from taking legally compliant meal periods. Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hours work period. Plaintiff and the Class consistently worked over five (5) hour shifts without meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiff and the class from taking meal periods.

67. Pursuant to Labor Code §512 and the applicable Wage Order, employees are entitled to a meal period of at least thirty (30) minutes per five (5) hour work period. Plaintiffs and the class consistently worked over five (5) hour shifts without meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiffs and the class members from taking meal periods.

68. IWC Wage Order No. 7-2001 applies to the mercantile industry and provides, in pertinent part, that if an employer fails to allow an employee to take meal periods in accordance with the applicable provisions of this Order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

1 69. During the relevant statutory time period, Defendants failed to authorize and permit
2 uninterrupted meal breaks. Plaintiff and Class members were routinely required to work without
3 an uninterrupted meal break at the direction of Defendants and/or with Defendants knowledge or
4 acquiescence.

5 70. By their actions in requiring employees to work through meal periods and/or its
6 failure to relieve Plaintiff and the Class members of their duties for off-duty meal periods,
7 Defendants have violated California Labor Code §226.7 and §11 of IWC Wage Order No. 7-2001,
8 and are liable to Plaintiff and the Class.

9 71. Defendants further failed to provide, impeded and/or discouraged Plaintiff and the
10 other Class members from taking timely and compliant meal breaks of not less than thirty (30)
11 minutes as required by the Labor Code and IWC Wage Order No. 7-2001.

12 72. Pursuant to Labor Code §226.7, Plaintiff and the Class are entitled to damages in
13 an amount equal to one (1) hour of wages per missed meal break per day, in a sum to be proven at
14 trial.

15 73. Pursuant to Labor Code §218.5, Plaintiffs and the class request that the court award
16 reasonable attorneys' fees and costs incurred by this action.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST PERIODS**

19 **In Violation of Labor Code §§226.7, 512, & IWC Wage Order No. 7-2001**

20 (Against all Defendants on Behalf of Plaintiff and the Class)

21 74. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
22 paragraphs 1 through 43 of this Complaint.

23 75. Labor Code §226.7, and §12 of the IWC Wage Order No. 7-2001, provides that
24 employers authorize and permit all employees to take paid rest periods at the rate of ten (10)
25 minutes rest per four (4) hours worked or major fraction thereof.

26 76. Labor Code §226.7(b) requires an employer to pay one additional hour of
27 compensation, at the regular rate of pay, per day for each rest period the employer fails to provide
28 pursuant to the Labor Code and/or applicable Wage Order.

1 77. During the relevant time period, Defendants failed to provide legally compliant
2 rest periods to Plaintiff and the Class; in addition to impeding, discouraging, and/or dissuading
3 employees from taking legally compliant rest periods.

4 78. Defendants, and each of them, failed and or refused to implement a relief system
5 by which Plaintiff and the Class members could receive paid ten (10) minute rest breaks and/or
6 work free of interruption for every four hours worked, or major fraction thereof. Furthermore,
7 due to Defendants' uniform lack of a relief system, Plaintiff and the Class members did not
8 receive their rest breaks within the required statutory time frame. By and through their actions,
9 Defendants intentionally and improperly denied rest periods to the Plaintiff and Class members in
10 violation of Labor Code §§226.7 and 512.

11 79. Defendants, and each of them, systematically and uniformly failed and/or refused
12 to implement a relief system by which Plaintiff and the Class members could receive paid rest
13 breaks and/or work free rest breaks for every four (4) hours worked or major fraction thereof. By
14 and through its actions, Defendants intentionally and improperly denied rest periods to Plaintiff
15 and the Class members in violation of Labor Code §226.7.

16 80. At all times relevant hereto, Plaintiff and the Class members have worked at least
17 two (2) and one-half (1/2) hours and regularly worked more than four (4) hours in a workday.

18 81. By virtue of Defendants' unlawful failure to provide rest periods to Plaintiff and
19 the Class members, Plaintiff and members of the Class have suffered, and will continue to suffer,
20 damages, in amounts which are presently unknown, which will be ascertained according to proof
21 at trial.

22 82. IWC Wage Order No. 7-2001 applies to the mercantile industry and provides, in
23 pertinent part, that if an employer fails to allow an employee to take rest periods in accordance
24 with the applicable provisions of this Order, the employer shall pay the employee one hour of pay
25 at the employee's regular rate of compensation for each workday that a rest period was not
26 provided. The authorized rest period is based on the total hours worked daily at the rate of ten
27 minutes net rest time per four hours or major faction thereof.

28 83. During the relevant time period, Defendants failed to authorize and permit rest

1 breaks and the Class members, including Plaintiff, were routinely required to work through or
2 without rest breaks at the direction of Defendants and/or with Defendants knowledge or
3 acquiescence.

4 84. By its actions in requiring employees to work through or simply not provide rest
5 breaks, Defendants have violated California Labor Code §226.7 and §12 of IWC Wage Order No.
6 7-2001 and are liable to Plaintiff and the Class.

7 85. As a result of the unlawful acts of Defendants, Plaintiff and Class members have
8 been deprived of legally compliant rest breaks and are entitled to recovery under Labor Code
9 §226.7(b) and §12 of IWC Wage Order No. 7-2001, in the amount of one additional hour of pay
10 at their regular rate of pay for each day a paid rest break was not provided.

11 86. Pursuant to Labor Code §218.5, Plaintiff and the Class request that the court
12 award reasonable attorneys' fees and costs incurred by this action.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**

15 **In Violation of Labor Code §§200, *et seq.***

16 (Against all Defendants on Behalf of Plaintiff and the Class)

17 87. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
18 paragraphs 1 through 43 of this Complaint.

19 88. Plaintiff and the members of the Class whose employment ended with Defendants
20 during the Class Period, were entitled to be promptly paid all earned and unpaid wages at or
21 around the time employment was terminated, as required pursuant to Labor Code §§201 and 202.
22 Defendant refused and/or failed to promptly compensate Plaintiffs and the other class members all
23 earned minimum wages, overtime wages, and/or meal and rest period premium pay at the time of
24 separation. Based on this, Plaintiff and the Class members seek statutory waiting time penalties
25 pursuant to LC §203.

26 89. During the relevant time period, Plaintiff and the Class members were employees
27 of Defendants covered by Labor Code §203 whose employment ended with Defendants.

28 90. Accordingly, pursuant to Labor Code §203, Plaintiffs and the class are entitled to

1 waiting time penalties at an amount to be proven at trial, attorneys' fees and costs, and interest.

2 **SIXTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **In Violation of Business and Professions Code §§17200 et seq.**

5 (Against all Defendants on Behalf of Plaintiff and the Class)

6 91. Plaintiff re-alleges and incorporates by reference and re-alleges each and every
7 one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if
8 fully set forth herein.

9 92. Beginning on an exact date unknown to Plaintiff but believed to have occurred at
10 least since January 3, 2019, Defendants have engaged in a pattern and practice of acts of unfair
11 competition in violation of B&PC §17200, including the practices alleged herein.

12 93. Defendants, and each of them, are "persons" as defined by Business and
13 Professions Code §17201.

14 94. Plaintiff seeks to enforce important rights affecting the public interest. Plaintiff
15 sues on her own behalf and on behalf of the current, former, and future employees of the
16 Defendants that were required to work off-the-clock without receiving minimum wage, overtime
17 hours without receiving overtime compensation, required to work shifts without legally compliant
18 meal breaks and rest periods without meal and rest period premium payments and as parties
19 harmed by Defendants' unfair business practices.

20 95. Plaintiff and the Class have suffered injuries-in-fact and have lost money as a
21 result of the Defendants' unfair competition alleged herein.

22 96. Defendants have previously or continue to engage in unlawful, unfair, and/or
23 fraudulent business practices, as alleged in this Complaint, in violation of California's B&PC
24 §17200 *et seq.* by:

- 25 a. Failing and refusing to pay the Class, including Plaintiff, minimum wages for
26 all hours worked in violation of Labor Code §§510, 1194, 1194.2, &1197 and
27 IWC Wage Order No. 7-2001;
28 b. Failing and refusing to pay the Class, including Plaintiff, earned overtime

wages in violation of Labor Code §§510 and 1194;

c. Failing and refusing to provide the Class, including Plaintiff, with meal and rest breaks or premium payments in lieu thereof in violation of Labor Code §§226.7, 512 and IWC Wage Order No. 7-2001;

d. Failing and refusing to pay the Class, including Plaintiff, all earned and unpaid compensation in a timely manner upon termination or resignation, in violation of Labor Code §§201-203; and

97. All of these allegations constitute unfair business practices and/or unlawful business practices in violation of California B&PC §17200, *et seq.*

98. Defendants have avoided payment of wages, overtime wages and other benefits as required by the California Labor Code, the California Code of Regulations and applicable IWC Wage Orders. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class, and the members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to the Class, including Plaintiff.

99. Plaintiff and the putative Class seek full restitution of said monies, as necessary and according to proof, to restore any and all monies withheld and/or acquired by Defendants by means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff seeks, on behalf of herself and the Class, restitution of monies retained by Defendants. Plaintiff further seeks, on behalf of herself and the putative Class, the appointment of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or fraudulent business practices; including interest thereon. Absent a statutory provision specifically governing the type of claim at issue, the prejudgment interest rate is 10 percent. The acts complained of herein occurred, at least in part, from January 3, 2019.

100. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their employees and the putative Class,

1 including Plaintiff, the minimum working conditions and standards due to them under the
2 California labor laws and Industrial Welfare commission wage orders as specifically described
3 herein. Plaintiff further seeks an order requiring Defendants to identify by full name, telephone
4 number, and last known address employees who worked or still work for Defendants as hourly
5 non-exempt retail employees from January 3, 2019 through the date of class certification. Plaintiff
6 further seeks an order requiring Defendants to timely pay restitution to all current and former
7 employees, including back wages, and interest.

8 101. By and through its unfair, unlawful, and/or fraudulent business practices and acts
9 described herein, Defendants have obtained valuable services from Plaintiff and the Class, and has
10 deprived Plaintiff and the Class of valuable rights and benefits guaranteed by law, all to their
11 detriment.

12 102. Plaintiff, the Class, and all persons in interest are entitled to and do seek such relief
13 as may be necessary to restore to them the money and property which Defendants have acquired,
14 or of which Plaintiff and Class members have been deprived by mean of the herein described
15 unfair, unlawful, and/or fraudulent business practices.

16 103. Plaintiff, the Class, and all persons in interest are further entitled to and do seek a
17 declaration that the above described business practices are unfair, unlawful, and/or fraudulent, and
18 declaratory relief of Defendants engaging in any of the herein described unfair, unlawful, and/or
19 fraudulent business practices.

20 104. Plaintiff and the Class request attorney's fees and costs pursuant to Code of Civil
21 Procedure §1021.5 since this action is brought to vindicate important rights of a large class and
22 the public.

23 **SEVENTH CAUSE OF ACTION**

24 **RECORD KEEPING VIOLATIONS**

25 **VIOLATION OF LABOR CODE §§226, 1174, and 1198.5 *et seq.***

26 (Against all Defendants on Behalf of Plaintiff and the Class)

27 105. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
28 paragraphs 1 through 43 of this Complaint.

1 106. Cal. Labor Code §1174(c)-(d) requires employers to keep records showing the
2 names and addresses of all employees employed, and to keep, at a central location in the State of
3 California or at the plants or establishments at which employees are employed, payroll records
4 showing the hours worked daily by and the wages paid to, and the number of piece-rate units
5 earned by and any applicable piece rate paid to, all employees employed at the respective plants
6 or establishments. IWC Wage Order No. 9-2001§7(A)(3) further requires employers to keep time
7 records showing when the employee begins and ends each work period, meal period, and split shift
8 interval. Under §7(A)(5), employers must also record each employee’s total hours worked and
9 applicable rates of pay, and must make such information “readily available” to the employee upon
10 request. Under §7(C), all required records must be in the English language and in ink or other
11 indelible form, properly dated, showing month, day, and year; must be kept on file by the employer
12 for at least three years at the place of employment or at a central location within the State of
13 California; and must be available for inspection by an employee upon reasonable request.

14 107. California Labor Code § 1198 makes unlawful the employment of an employee
15 under conditions the IWC prohibits.

16 108. Cal. Labor Code §226(b) provides that “An employer that is required by this code
17 or any regulation adopted pursuant to this code to keep the information required by subdivision (a)
18 shall afford current and former employees the right to inspect or copy records pertaining to their
19 employment, upon reasonable request to the employer. . . .”

20 109. Cal. Labor Code §226(c) provides that “An employer who receives a written or oral
21 request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former
22 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
23 from the date of the request. . . .”

24 110. Cal. Labor Code §1198.5(a) provides that “Every current and former employee, or
25 his or her representative, has the right to inspect and receive a copy of the personnel records that
26 the employer maintains relating to the employee's performance or to any grievance concerning the
27 employee.”

28 111. Cal. Labor Code §1198.5(b) provides that “Upon a written request from a current
or former employee, or his or her representative, the employer shall also provide a copy of the

1 personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30
2 calendar days from the date the employer receives the request, unless the current or former
3 employee, or his or her representative, and the employer agree in writing to a date beyond 30
4 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed
5 35 calendar days from the employer's receipt of the written request.”

6 112. Pursuant to Defendants’ policy or practice, Defendants have willfully failed, and
7 continue willfully to fail, to maintain accurate, complete, and readily available records, in violation
8 of Cal. Labor Code §§226(b)-(c), 1174(c)-(d), 1198.5(a) and WO 9-01§7.

9 113. Plaintiff is informed and believe that employees of Defendants have requested
10 Defendants to produce certain required records and Defendants have not provided those records.

11 114. Plaintiff and members of the class have suffered and will continue to suffer actual
12 economic harm resulting from these violations, as they have been, and will continue to be,
13 precluded from accurately monitoring the wages, hours and working conditions to which they are
14 entitled. Defendants’ ongoing violations of these mandatory recordkeeping laws have caused, and
15 will continue to cause, irreparable harm to plaintiff and class members, among other reasons
16 because as long as Defendants fail to maintain and make readily available the required records,
17 Plaintiff and members of the class will be unable to determine or demonstrate Defendants’
18 violations of the Labor Code and Wage Order as well as enforce their rights afforded under
19 California law for wages, hours and working conditions.

20 115. By willfully failing to maintain the records required by Cal. Labor Code §1174(c)
21 or the accurate and complete records required by §1174(d), Defendants are also liable for a civil
22 penalty of five hundred dollars (\$500) for each violation under §1174.5.

23 116. Cal. Labor Code § 1194.5 authorizes issuance of and injunction where an employer
24 has willfully violated laws governing wages, hours, or working conditions. Plaintiffs and members
25 of the class are entitled to injunctive relief under the governing legal standards, and are entitled to
26 an order requiring Defendants to provide Plaintiff and members of the class all of the information
27 required by California Labor Code §1174 and IWC Wage Order No. 9-2001.

28 117. By failing to comply with Cal. Labor Code §§226(b)-(c), Defendants are also liable
for a civil penalty, recoverable by the employee, of seven-hundred-fifty-dollar (\$750) penalty from

1 the employer for each violation under §226(b)-(c) pursuant to §226(f). Plaintiff and members of
2 the class are entitled to injunctive relief and an award of costs and reasonable attorney's fees and
3 an order required Defendants to provide Plaintiff and the members of the class all of the required
4 documents pursuant to Labor Code §226(b)-(c).

5 118. By failing to comply with Cal. Labor Code §1198.5(a), Defendants are also liable
6 for a civil penalty, recoverable by the employee, of seven-hundred-fifty-dollar (\$750) penalty
7 from the employer for each violation under §1198.5(a) pursuant to §1198.5(k). Plaintiff and
8 members of the class are entitled to injunctive relief and an award of costs and reasonable
9 attorney's fees and an order required Defendants to provide Plaintiffs and the members of the call
10 all of the required documents pursuant to Labor Code §1198.5(l).

11 **EIGHTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEY GENERAL ACT**

13 **Violation of Labor Code §§2698, *et seq.***

14 (Against all Defendants)

15 119. Plaintiff on behalf of himself and on behalf of all other aggrieved employees herein
16 re-alleges and incorporates each and every one of the allegations contained in the preceding
17 paragraphs as if fully set forth herein.

18 120. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,
19 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
20 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or
21 employees for a violation of the Labor Code, may be recovered through a civil action by an
22 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current
23 or former employees.

24 121. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
25 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is
26 authorized to exercise the same discretion, subject to the same limitations and conditions to assess
27 a civil penalty.

28 122. Plaintiff and Defendant's hourly non-exempt retail employees for Defendant in

1 California, at any point during the period of one year preceding the filing of this action to the
2 present, are “aggrieved employees” as defined by Labor Code §2699, in that they are all current
3 or former employees of Defendant, and one or more of the alleged violations was committed
4 against them.

5 123. Plaintiff gave written notice electronically to the LWDA, and by certified mail to
6 Defendant of the specific provisions of this code alleged to have been violated, including the facts
7 and theories to support the alleged violations as required by Labor Code §2699.3. More than 65
8 days have lapsed since notice to the LWDA and the LWDA has not indicated that it intends to
9 investigate Defendant’s Labor Code violations. Accordingly, Plaintiff may commence a civil
10 action to recover civil penalties for herself and other current and former employees under Labor
11 Code §2699 pursuant to §2699.3.

12 124. Plaintiff asserts all the claims in this Complaint against Defendant, individually
13 and on behalf of all aggrieved employees in her capacity as private attorney general and seeks all
14 applicable civil penalties available under the Labor Code.

15 125. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of all
16 aggrieved employees, requests and seeks to recover from the Defendant; minimum, overtime and
17 double time wages at the regular rate of pay, meal period premiums, rest period premiums, waiting
18 time penalties, and record keeping violations according to proof. Plaintiffs are further entitled to
19 attorneys’ fees and costs pursuant to Labor Code §2699(g)(1), as well as all civil penalties,
20 including, but not limited to:

- 21 1) Penalties under Code of Regulations, Title 8 §11090 in the amount of \$50 for each
22 aggrieved employee per pay period for the initial violation, and \$200 for each
23 aggrieved employee per pay period for each subsequent violation;
- 24 2) Penalties under Labor Code §558, in addition to and entirely independent and apart
25 from other penalties provided under the Labor Code, in the amount of \$50 for each
26 underpaid aggrieved employee for each pay period the aggrieved employee was
27 underpaid in addition to an amount sufficient to recover underpaid wages, and \$100
28 for each subsequent violation for each underpaid employee for each pay period for

1 which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages;

3 3) Penalties under Labor Code §1197.1, in addition to and entirely independent and
4 apart from other penalties provided in the Labor Code, for any initial violation that
5 is intentionally committed, \$100 for each underpaid employee for each pay period
6 for which the employee is underpaid; for each subsequent violation for the same
7 specific offense, \$200 for each underpaid employee for each pay period for which
8 the employee is underpaid regardless of whether the initial violation is intentionally
9 committed; and

10 4) Penalties under Labor Code §1174.5 for \$500 for each violation of Labor Code
11 §§1174(b), (c) or (d);

12 5) Penalties under Labor Code §226(f) for \$750 for each violation of Labor Code
13 §§226(b)-(c);

14 6) Penalties under Labor Code §1198.5(a) for \$750 for each violation of Labor Code
15 §§1198.5(a) and 1198.5(k); and

16 7) Penalties under Labor Code §2699(f), in addition to and entirely independent and
17 apart from other penalties provided in the Labor Code and for Labor Code
18 violations without a specific civil penalty, in the amount of \$100 for each aggrieved
19 employee per pay period for each violation, and \$200 for each aggrieved employee
20 per pay period for each subsequent violation;

21 126. Any and all additional civil penalties and sums as provided by the Labor Code
22 and/or other statutes.

23 127. Plaintiff seeks and is entitled to have 75% of all penalties obtained be allocated to
24 the LWDA and 25% to aggrieved employees.

25 128. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and
26 costs pursuant to Labor Code §§2699(g)(1).

27 **PRAYER FOR RELIEF**

28 Plaintiff and the class members pray for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representatives;
3. An order that counsel for Plaintiff be appointed class counsel;
4. An order requiring Defendants to identify, by name, email address, address and telephone number each person who worked as a California hourly non-exempt retail employees since January 3, 2019 through the time of class certification;
5. For all unpaid wages due to Plaintiff and each Class member and liquidated damages, in amounts to be proven at trial;
6. For all unpaid overtime and double time wages due Plaintiff and each Class member;
7. For restitution of all unpaid wages due Plaintiff and each Class member;
8. For all applicable statutory penalties, in amounts to be proven at trial;
9. For an award of waiting time penalties pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;
10. For general damages including compensatory damages according to proof;
11. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
12. For all applicable interest on damages, wages, expenses, and penalties due;
13. For injunctive relief to prevent further violations of the California Labor Code;
14. For declaratory relief that Defendants engaged in unfair practices;
15. For declaratory relief that Defendants violated Labor Code §§201-203, 226, 226.7, 510, 512, 1194, 1194.2, and 1197;
16. For restitution of all moneys due to Plaintiff and Class members, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;
17. For all penalties pursuant to Labor Code §226(f);
18. For all penalties pursuant to Labor Code §1198.5;
19. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§218.5, 226(h),

1 1198.5(l), 1194(a), and Code of Civil Procedure §1021.5, and all other applicable law;

2 20. For one (1) hour of pay at each of the employees' regular rate of compensation for each
3 workday that a legally compliant meal break was not provided, impeded, discouraged,
4 and/or dissuaded;

5 21. For one (1) hour of pay at each of the employees' regular rate of compensation for each
6 workday that a legally compliant rest break was not provided, impeded, discouraged,
7 and/or dissuaded; and

8 22. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil
9 penalties authorized by LC §2699, including but not limited to:

10 a. For civil penalties pursuant to LC §558 as follows:

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

14 ii. For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was
16 underpaid in addition to an amount sufficient to recover underpaid wages;

17 b. For civil penalties per Code of Regulations, Title 8 §11090 in the amount of \$50
18 for each aggrieved employee per pay period for the initial violation, and \$200 for
19 each aggrieved employee per pay period for each subsequent violation;

20 c. For civil penalties per Labor Code §1197.1, in the amount of:

21 i. \$100 for each underpaid employee for each initial pay period for which the
22 employee was intentionally underpaid;

23 ii. \$200 for each underpaid employee for each subsequent pay period for which
24 the employee is underpaid regardless of whether the initial
25 violation is intentionally committed; and

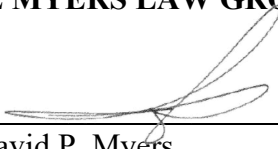
26 23. For civil penalties under LC §2699(f), in addition to and entirely independent and apart
27 from other penalties provided in the Labor Code and for Labor Code violations without a
28 specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period

1 for each violation, and \$200 for each aggrieved employee per pay period for each
2 subsequent violation, and;

3 24. For all such other and further relief that the Court may deem just and proper.
4

5 Dated: 10/19/23

THE MYERS LAW GROUP, A.P.C.

6
7 By: 

8 David P. Myers,
9 Jason Hatcher,
10 Andriana N. Bravo,
11 Attorneys for Plaintiff Maria Loera and all others
12 similarly situated
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PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On October 19, 2023, I served the foregoing document described as **FIRST AMENDED CLASS ACTION COMPLAINT** by serving the interested parties in this action addressed as follows:

Andrew L. Satenberg, Esq.

asatenberg@manatt.com

Ryan P. Patterson, Esq.

rpatterson@manatt.com

Luana Washington

lwashington@manatt.com

Beverly Stanfield

bstanfield@manatt.com

MANATT, PHELPS, PHILLIPS, LLP

2049 Century Park East, Suite 1700

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I am “readily familiar” with the firm’s practice of services of process. Under that practice, this document would be deposited:

(BY MAIL): with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

(BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

(BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)

 X
(BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is zhatcher@myerslawgroup.com

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed October 19, 2023 at Rancho Cucamonga.



Yvonne Medina