

Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Marcus Johnson

Electronically Filed
6/3/2026 5:22 PM
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsandra Chavez, Deputy

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

MARCUS JOHNSON, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

PREMIUM RETAIL SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-25-012471

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Marcus Johnson, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is also proper in this Court because Defendants employ persons in this
24 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
25 and occurrences related to this action occurred in this county.

26 THE PARTIES

27 4. Plaintiff Marcus Johnson is a resident of Merced, in Merced County,
28 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from

1 approximately June to August 2025. Plaintiff worked for Defendants as a Sales Associate at
2 the Walmart store location in Turlock, California. During his employment, Plaintiff typically
3 worked up to eight (8) hours per day and three (3) or more days per week. Plaintiff's primary
4 job duties included, without limitation, assisting customers in the electronics department with
5 purchasing or upgrading cellular phones and accessories, and facilitating cellular phone
6 activations.

7 5. PREMIUM RETAIL SERVICES, LLC was and is, upon information and
8 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
9 employer whose employees are engaged throughout this county and the State of California.

10 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of PREMIUM RETAIL SERVICES, LLC at
16 all relevant times.

17 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
18 acts and omissions alleged herein was performed by, or is attributable to PREMIUM RETAIL
19 SERVICES, LLC and/or DOES 1 through 10 (collectively, "Defendants" or "PREMIUM
20 RETAIL"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
21 in concert with, each of the other co-Defendants and was acting within the course and scope of
22 such agency, employment, joint venture, or concerted activity with legal authority to act on
23 the others' behalf. The acts of any and all Defendants were in accordance with, and represent,
24 the official policy of Defendants.

25 9. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

11. Defendants are a nationwide retail services company that provides in-store sales, marketing, and customer support services for consumer brands at retail locations throughout the California and the United States. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Jacksonville, Florida, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

13. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Jacksonville, Florida, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

14. Defendants continue to employ non-exempt or hourly paid employees in

1 California.

2 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
4 and advisors knowledgeable about California labor and wage law, employment and personnel
5 practices, and about the requirements of California law.

6 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
7 members were not paid for all hours worked because all hours worked were not recorded.

8 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive certain wages for
10 overtime compensation and that they were not receiving certain wages for overtime
11 compensation.

12 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive at least minimum
14 wages for compensation and that they were not receiving at least minimum wages for work
15 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
16 and class members were not paid at least minimum wages for work done off-the-clock.

17 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to meal periods in
19 accordance with the California Labor Code and applicable IWC Wage Order or payment of
20 one (1) additional hour of pay at their regular rates of pay when they were not provided with
21 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
22 were not provided with all meal periods or payment of one (1) additional hour of pay at their
23 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
24 period.

25 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to rest periods in
27 accordance with the California Labor Code and applicable IWC Wage Order or payment of
28 one (1) additional hour of pay at their regular rates of pay when they were not authorized and

1 permitted to take a compliant rest period and that Plaintiff and class members were not
2 authorized and permitted to take compliant rest periods or provided with payment of one (1)
3 additional hour of pay at their regular rates of pay when they were not authorized and
4 permitted to take a compliant rest period.

5 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive complete and
7 accurate wage statements in accordance with California law. In violation of the California
8 Labor Code, Plaintiff and class members were not provided complete and accurate wage
9 statements.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they had a duty to maintain accurate and complete payroll records in
12 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
13 knowingly, and intentionally failed to do so.

14 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to timely payment of all
16 wages earned upon termination of employment. In violation of the California Labor Code,
17 Plaintiff and class members did not receive payment of all wages due, including, but not
18 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
19 permissible time periods.

20 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to timely payment of wages
22 during their employment. In violation of the California Labor Code, Plaintiff and class
23 members did not receive payment of all wages, including, but not limited to, overtime wages,
24 minimum wages, and/or meal and rest period premiums, within permissible time periods.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive full
27 reimbursement for all business-related expenses and costs they incurred during the course and
28 scope of their employment and that they did not receive full reimbursement of applicable

business-related expenses and costs incurred.

26. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

27. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

28. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

29. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

30. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

31. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged
5 violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall notify the employer and the aggrieved employee or
10 representative by certified mail that it does not intend to investigate the
11 alleged violation ("LWDA Notice") within sixty (60) calendar days of
12 the postmark date of the aggrieved employee's notice. Upon receipt of
13 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
14 (65) calendar days of the postmark date of the aggrieved employee's
15 notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties.

17 32. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
18 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
19 provision other than those listed in Section 2699.5 after the following requirements have been
20 met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated (other than those listed in Section 2699.5), including the
25 facts and theories to support the alleged violation.
- 26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice sent by the aggrieved
3 employee or representative. The employer shall give written notice
4 within that period of time by certified mail to the aggrieved employee or
5 representative and by online filing with the LWDA if the alleged
6 violation is cured, including a description of actions taken, and no civil
7 action pursuant to Section 2699 may commence. If the alleged violation
8 is not cured within the 33-day period, the aggrieved employee may
9 commence a civil action pursuant to Section 2699.

10 33. On January 6, 2026, Plaintiff provided written notice by online filing to the
11 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
12 Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
15 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
16 Plaintiff PAGA Case Number LWDA-CM-1148141-26. A true and correct copy of Plaintiff's
17 written notice to the LWDA and Defendants dated January 6, 2026, is attached hereto as
18 "Exhibit 1".

19 34. As of the filing date of this amended complaint, over 65 days have passed since
20 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
21 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

22 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
23 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
24 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
25 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

26 36. Labor Code section 558(a) provides "[a]ny employer or other person acting on
27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 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 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

37. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

38. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

39. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

41. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

42. Plaintiff’s proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from September 27, 2024, until the date of trial (“Class”).

43. Plaintiff’s proposed subclass consists of and is defined as follows:

1 All persons who worked for Defendants as non-exempt, hourly
2 paid employees in California and who received at least one wage
3 statement within one (1) year prior to the filing of the initial
4 complaint until the date of trial ("Subclass").

4 44. Members of the Class and Subclass are referred to herein as "class members."

5 45. Plaintiff reserves the right to redefine the Class and Subclass and to add
6 additional subclasses as appropriate based on further investigation, discovery, and specific
7 theories of liability.

8 46. There are common questions of law and fact as to class members that
9 predominate over questions affecting only individual members, including, but not limited to:

- 10 (a) Whether Defendants required Plaintiff and class members to work over
11 eight (8) hours per day, over twelve (12) hours per day, or over forty
12 (40) hours per week and failed to pay all legally required overtime
13 compensation to Plaintiff and class members;
- 14 (b) Whether Defendants failed to pay Plaintiff and class members at least
15 minimum wages for all hours worked;
- 16 (c) Whether Defendants failed to provide Plaintiff and class members with
17 meal periods;
- 18 (d) Whether Defendants failed to authorize and permit Plaintiff and class
19 members to take rest periods;
- 20 (e) Whether Defendants provided Plaintiff and class members with
21 complete and accurate wage statements as required by California Labor
22 Code section 226(a);
- 23 (f) Whether Defendants maintained accurate payroll records as required by
24 California Labor Code section 1174(d);
- 25 (g) Whether Defendants failed to pay earned overtime wages, minimum
26 wages, and/or meal and rest period premiums, due to Plaintiff and class
27 members upon their discharge;
- 28 (h) Whether Defendants failed timely to pay overtime wages, minimum

wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;

- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

47. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known

1 to the Court any relationship, conflicts or differences with any class
2 member. Plaintiff's attorneys, the proposed class counsel, are versed in
3 the rules governing class action discovery, certification, and settlement.
4 Plaintiff has incurred, and throughout the duration of this action, will
5 continue to incur costs and attorneys' fees that have been, are, and will
6 be necessarily expended for the prosecution of this action for the
7 substantial benefit of each class member.

8 (d) Superiority: The nature of this action makes the use of class action
9 adjudication superior to other methods. A class action will achieve
10 economies of time, effort, and expense as compared with separate
11 lawsuits, and will avoid inconsistent outcomes because the same issues
12 can be adjudicated in the same manner and at the same time for the
13 entire class.

14 (e) Public Policy Considerations: Employers in the State of California
15 violate employment and labor laws every day. Current employees are
16 often afraid to assert their rights out of fear of direct or indirect
17 retaliation. Former employees are fearful of bringing actions because
18 they believe their former employers might damage their future
19 endeavors through negative references and/or other means. Class
20 actions provide the class members who are not named in the complaint
21 with a type of anonymity that allows for the vindication of their rights
22 while simultaneously protecting their privacy.

23 **FIRST CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

25 **(Against all Defendants)**

26 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 49. Labor Code section 1198 makes it illegal to employ an employee under

1 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
2 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
3 shall be the . . . standard conditions of labor for employees. The employment of any employee
4 . . . under conditions of labor prohibited by the order is unlawful.”

5 50. California Labor Code section 1198 and the applicable IWC Wage Order
6 provide that it is unlawful to employ persons without compensating them at a rate of pay
7 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
8 number of hours worked by the person on a daily or weekly basis.

9 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
10 were required to pay Plaintiff and class members working more than eight (8) hours in a day
11 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
12 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
13 workweek.

14 52. The applicable IWC Wage Order further provides that Defendants are and were
15 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
16 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
17 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
18 employee, including nondiscretionary bonuses and incentive pay.

19 53. California Labor Code section 510 codifies the right to overtime compensation
20 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
21 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
22 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
23 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
24 in a day on the seventh (7th) day of work.

25 54. During the relevant time period, Defendants willfully failed to pay all overtime
26 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
27 class members were not paid overtime premiums for all of the hours they worked in excess of
28 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)

1 hours in a week, because all hours worked were not recorded.

2 55. First, upon information and belief, during the relevant time period, Defendants
3 had a company-wide policy and/or practice of improperly rounding employee clock-in and
4 clock-out times in their timekeeping system to the nearest quarter (0.25) or nearest half (0.5)
5 of an hour. Defendants' rounding policy resulted in the failure to compensate Plaintiff and
6 class members fully for all hours worked, causing Plaintiff and class members to not be paid
7 overtime wages for all of the overtime hours they actually worked. Upon information and
8 belief, Defendants' rounding policy was, and continues to be, unfair and has, over time,
9 resulted in the underpayment of wages to Plaintiff and class members. To the extent
10 Defendants' rounding policy took away time worked that was eligible for overtime, Plaintiff
11 and class members were denied overtime pay for all hours worked.

12 56. Second, on information and belief, Defendants had, and continue to have, a
13 company-wide policy and/or practice of strictly staffing their locations based on the labor
14 hours allocated by each location's labor or payroll budget set by the corporate office.
15 Defendants' practice of labor budgeting and/or limited payroll allocation resulted in chronic
16 understaffing, including adoption of a single-staffing model, and a lack of adequate meal
17 period coverage, because there were too few employees on duty to attend to customers and
18 handle the workload, such as assisting customers on the sales floor. Because Defendants did
19 not employ or staff a sufficient number of employees, such as Sales Associates, to meet
20 customer demand, there was no one available to relieve employees needing meal period
21 coverage, and Plaintiff and class members were not always afforded timely, uninterrupted 30-
22 minute meal periods during shifts when they were entitled to receive a meal period.
23 Additionally, Defendants, on a company-wide basis, had a practice of failing to schedule meal
24 periods, which further caused Plaintiff and class members to not be relieved of their duties for
25 compliant meal periods.

26 57. For example, after Plaintiff's initial two days of training, he typically worked
27 alone in the electronics department with no coworker or manager available to relieve him. As
28 a result, Plaintiff was required to remain on the sales floor and continue assisting customers

1 during his meal periods, and he could not leave his workstation due to single-staffing.
2 Moreover, on information and belief, Defendants' management adjusted employee time
3 records to reflect compliant meal periods, even when they had not received compliant meal
4 periods. Thus, Defendants did not record all hours worked during meal periods, and Plaintiff
5 and class members performed work during meal periods for which they were not paid.

6 58. Third, Defendants had, and continue to have, a company-wide policy and/or
7 practice of requiring that Plaintiff and class members to remain available for work-related
8 communications during their meal periods. Plaintiff's manager contacted him on his personal
9 cellular phone during meal periods to discuss work-related matters, and customers would also
10 approach Plaintiff during meal periods with questions regarding the phone issues, activations,
11 or troubleshooting. Defendants did not record this time, and Plaintiff and class members were
12 not compensated for this off-the-clock work.

13 59. Fourth, as a result of Defendants' policies and/or practices of understaffing
14 their locations and/or single-staffing certain positions due to labor budgeting and/or limited
15 payroll allocation while assigning heavy workloads (*see supra*), Plaintiff and class members
16 were forced to complete work-related tasks while off the clock, time for which they were not
17 paid. For example, Plaintiff would assist waiting customers before he was able to clock in,
18 including answering their questions and otherwise helping them with various service issues,
19 before he clocked in through Defendants' timekeeping system. As another example, on
20 several occasions, after clocking out, Plaintiff continued to assist customers with phone issues,
21 activations, or troubleshooting, work for which he was not paid.

22 60. As a further example, Defendants had, and continue to have, a company-wide
23 policy and/or practice of requiring Plaintiff and class members to complete mandatory training
24 modules, but did not permit them to complete them during their shifts. For example, Plaintiff
25 spent time completing onboarding, orientation, HR procedures, and sexual harassment training
26 modules online on his personal cellular phone, time for which he was not compensated.

27 61. Fifth, Defendants, on a company-wide basis, had a policy of requiring
28 employees to undergo mandatory security checks by a managerial employee of Defendants'

1 client when exiting the store premises, for loss prevention purposes. As a result of
2 Defendants' policy, Plaintiff and class members were required to undergo security screenings
3 after clocking out at the end of a shift. For example, before Plaintiff was permitted to leave
4 the premises at the end of his shift, Plaintiff was required to wait off-the-clock for a Walmart
5 employee to check his belongings. Although Defendants' requirement that Plaintiff and class
6 members undergo security checks was mandatory, Defendants did not compensate them for
7 the time they spent off-the-clock after shifts undergoing these checks while under Defendants'
8 control.

9 62. Defendants knew or should have known that as a result of these company-wide
10 practices and/or policies, Plaintiff and class members were performing their assigned duties
11 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
12 perform work for which they were not paid. Because Plaintiff and class members worked
13 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-
14 the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members
15 were not paid overtime wages for all of the overtime hours they actually worked.

16 63. Defendants' failure to pay Plaintiff and class members the balance of overtime
17 compensation as required by California law, violates the provisions of California Labor Code
18 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
19 members are therefore entitled to recover from Defendants their unpaid overtime
20 compensation, as well as interest, costs, and attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 23 **Minimum Wages** 24 **(Against all Defendants)**

25 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 65. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
28 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the

1 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
2 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the
3 time during which an employee is subject to the control of an employer, and includes all the
4 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
5 Code Regs. Tit. 8, § 11070(2)(H) (defining “Hours Worked”).

6 66. First, as set forth above, upon information and belief, Defendants had a
7 company-wide policy and/or practice of rounding Plaintiff’s and class members’ hourly clock-
8 in and clock-out times in their timekeeping system to the nearest quarter (0.25) or nearest half
9 (0.50) of an hour, resulting in the failure to compensate them for all hours worked.

10 67. Second, as stated, due to Defendants’ policies and/or practices of understaffing
11 their locations and/or single-staffing certain positions due to labor budgeting and/or limited
12 payroll allocation while assigning heavy workloads, failing to schedule meal periods, and
13 requiring employees to remain available to respond to work-related communications, Plaintiff
14 and class members were impeded from taking all uninterrupted meal periods to which they
15 were entitled and were required to work off-the-clock during meal periods, have their meal
16 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
17 periods. Additionally, as stated, on information and belief, Defendants’ management adjusted
18 employee time records to reflect compliant meal periods even when meal periods were
19 missed, short, and/or interrupted. Thus, Defendants failed to pay Plaintiff and class members
20 for actual hours worked during unpaid meal periods because these hours were not always
21 correctly recorded.

22 68. Third, as stated, as a result of Defendants’ policies and/or practices of labor
23 budgeting, resultant understaffing (including single-staffing) and assigning heavy workloads,
24 Defendants required Plaintiff and class members to perform work off-the-clock outside of
25 their scheduled shifts, including assisting customers before clocking in; answering questions
26 regarding phone issues, activations, or troubleshooting; completing mandatory online training
27 modules; and undergoing mandatory security checks when exiting the premises. Defendants
28 failed to track this time Plaintiff and class members spent working off-the-clock, and Plaintiff

1 and class members received no compensation for this time.

2 69. Defendants did not pay minimum wages for all hours worked by Plaintiff and
3 class members. To the extent that these off-the-clock hours did not qualify for overtime
4 premium payment, Defendants did not pay at least minimum wages for those hours worked
5 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
6 1198.

7 70. Defendants' failure to pay Plaintiff and class members minimum wages violates
8 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
9 California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to
10 recover from Defendants liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **THIRD CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 14 **Violations** 15 **(Against all Defendants)**

16 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 72. At all relevant times herein set forth, California Labor Code section 512(a)
19 provides that an employer may not require, cause, or permit an employee to work for a period
20 of more than five (5) hours per day without providing the employee with a meal period of not
21 less than thirty (30) minutes, except that if the total work period per day of the employee is
22 not more than six (6) hours, the meal period may be waived by mutual consent of both the
23 employer and the employee. Under California law, first meal periods must start after no more
24 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

25 73. At all relevant times herein set forth, California Labor Code sections 226.7,
26 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
27 meal period mandated by an applicable order of the IWC.

28 74. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),

1 and the applicable IWC Wage Order also require employers to provide a second meal period
2 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
3 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
4 total hours worked is no more than twelve (12) hours, the second meal period may be waived
5 by mutual consent of the employer and the employee only if the first meal period was not
6 waived.

7 75. First, as stated, Defendants' company-wide policies and/or practices of
8 understaffing their locations, including single-staffing, due to labor budgeting and/or limited
9 payroll allocation, while assigning heavy workloads, has resulted in a lack of meal period
10 coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal
11 periods to which they were entitled. Additionally, as stated, Defendants had a company-wide
12 practice of failing to schedule meal periods, which further caused Plaintiff and class members
13 to not be relieved of their duties for compliant meal periods.

14 76. As a result, Plaintiff and class members had to work through all or part of their
15 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
16 before taking meal periods. For example, Plaintiff took his meal periods late, after the fifth
17 hour of work, due to the lack of coverage when he was single-staffed. Moreover, because he
18 was the only employee present, Plaintiff could not leave the sales floor for his meal periods
19 and was required to assist customers throughout his meal periods, including answering
20 questions and helping with cellular phone issues, activations, and troubleshooting. As a
21 result, Plaintiff's meal periods were interrupted and he was not relieved of all duty for
22 compliant meal periods.

23 77. Second, on information and belief, as stated, because Defendants frowned upon
24 employees accruing meal period premiums, Defendants' management adjusted employee time
25 records to reflect compliant meal periods, regardless of whether they had received a compliant
26 meal period or not, in order to strictly limit the meal period premiums that would need to be
27 paid by Defendants. For example, on information and belief, Defendants' management
28 changed Plaintiff's timesheets to record that he had received compliant meal periods on shifts

1 when he had not, in fact, received these timely, uninterrupted meal periods.

2 78. Third, as also stated, Defendants had a company-wide policy and/or practice of
3 requiring that Plaintiff and class members respond to work-related communications at all
4 times, including during meal periods, in order to meet Defendants' expectations. For
5 example, Plaintiff's manager contacted him on his personal cellular phone during meal
6 periods to discuss work-related matters and customers would approach him during meal
7 periods for assistance. As a result, Plaintiff's and class members' meal periods would be
8 interrupted to address work-related matters.

9 79. At all times herein mentioned, Defendants knew or should have known that, as
10 a result of these policies, Plaintiff and class members were prevented from being relieved of
11 all duties and were required to perform some of their assigned duties during meal periods.
12 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
13 members all meal period premiums when meal periods were late, interrupted, shortened,
14 and/or missed. Further, to the extent that Defendants' rounding policy reported that Plaintiff
15 and class members were provided with timely, full 30-minute meal periods when, in fact, the
16 meal periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiff and
17 class members did not receive meal period premiums for these improperly rounded meal
18 periods.

19 80. Moreover, Defendants engaged in a company-wide practice and/or policy of
20 not paying all meal period premiums owed when compliant meal periods are not provided.
21 Because of this practice and/or policy, Plaintiff and class members have not received premium
22 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to
23 provide Plaintiff and class members compliant meal periods in violation of California Labor
24 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

25 81. Defendants' conduct violates the applicable IWC Wage Order, and California
26 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
27 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
28 rate of compensation for each work day that the meal period was not provided.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

83. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

84. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

86. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a full ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’ company-wide use of labor budgeting and/or limited payroll allocation, resultant understaffing/single-staffing, and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Plaintiff and class members from being relieved of all duty in order to take

1 compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with
2 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class
3 members not being authorized and permitted to take rest periods.

4 87. Furthermore, upon information and belief, during the relevant time period,
5 Defendants maintained a company-wide on-premises rest period policy, which effectively
6 required that Plaintiff and class members remain on the work premises during their rest
7 periods. Because Plaintiff and class members were restricted from leaving the premises
8 during rest periods, they were denied the ability to use their rest periods freely for their own
9 purposes, such as running personal errands. Thus, Defendants effectively maintained control
10 over Plaintiff and class members during rest periods.

11 88. As a result of Defendants' practices and policies, Plaintiff and class members
12 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
13 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
14 throughout his employment, Plaintiff had to forgo his rest periods when he had to assist
15 customers.

16 89. Defendants have also engaged in a company-wide practice and/or policy of not
17 paying rest period premiums owed when compliant rest periods are not authorized and
18 permitted. Because of this practice and/or policy, Plaintiff and class members have not
19 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
20 class members rest periods and failed to pay them rest period premiums due, in violation of
21 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

22 90. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
24 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period was not authorized and
26 permitted.

27 //

28 //

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 92. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 93. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
18 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 94. Because Defendants did not accurately record the time Plaintiff and Subclass
20 members spent working off-the-clock, improperly rounded Plaintiff's and Subclass members'
21 total hours worked, and deducted time from their records for meal periods that were
22 interrupted and/or missed (and therefore time for which they should have been paid),
23 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
24 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
25 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
26 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
27 rates of pay in effect during the pay period and corresponding accurate number of work hours
28 worked at each hourly rate in violation of section 226(a)(9).

1 95. The wage statement deficiencies also include, without limitation, failing to list
2 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
3 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
4 for which employees were paid; failing to list the name of the employee and only the last four
5 digits of his or her social security number or an employee identification number other than a
6 social security number; failing to list the name and address of the legal entity that is the
7 employer; and/or failing to state all hours worked as a result of not recording or stating hours
8 worked off-the-clock. In addition, on information and belief, Defendants failed to provide
9 Plaintiff and Subclass members the option to elect to receive hard copies of their wage
10 statements at any time and/or failed to provide them with the ability to easily access the
11 information and convert the electronic wage statements into hard copies at no expense to
12 them.

13 96. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
18 applicable piece rate paid to, employees employed at the respective plants or
19 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
21 members showing the daily hours they worked and the wages paid thereto as a result of failing
22 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and
23 Subclass members’ total hours worked.

24 97. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
26 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
27 employment of any employees for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC

1 Wage Order, employers are required to keep accurate time records showing when the
2 employee begins and ends each work period and meal period. During the relevant time
3 period, Defendants engaged in company-wide practices and/or policies of failing to record
4 actual hours worked (including falsifying time records by recording that compliant meal
5 periods were taken regardless of if or when meal periods were actually taken), and thereby
6 failed to keep accurate records of work period and meal period start and end times for Plaintiff
7 and Subclass members, in violation of section 1198.

8 98. Plaintiff and Subclass members are therefore entitled to recover from
9 Defendants the greater of their actual damages caused by Defendants' failure to comply with
10 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
11 dollars (\$4,000) per employee.

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 14 **Termination** 15 **(Against all Defendants)**

16 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
19 that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
21 her employment, his or her wages shall become due and payable not later than seventy-two
22 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the
24 time of quitting.

25 101. On information and belief, Defendants have a company-wide practice or policy
26 of paying departing employees their final wages on the next regular pay cycle, instead of
27 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
28 Defendants terminated Plaintiff's employment on or around August 2025, but Plaintiff did not

1 receive his final paycheck within seventy-two (72) hours of his termination. Instead, his final
2 wages were deposited on the next regular pay cycle. Thus, Defendants failed to pay Plaintiff
3 his final wages immediately at the time of discharge, in violation of California Labor Code
4 section 201.

5 102. Additionally, during the relevant time period, Defendants willfully failed to pay
6 Plaintiff and class members who are no longer employed by Defendants all their earned
7 wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest
8 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
9 leaving Defendants' employ.

10 103. Defendants' failure to pay Plaintiff and class members who are no longer
11 employed by Defendants their wages earned and unpaid at the time of discharge, or within
12 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
13 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
15 thirty (30) day maximum pursuant to California Labor Code section 203.

16 SEVENTH CAUSE OF ACTION

17 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 18 Employment 19 (Against all Defendants)

20 104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 105. This cause of action is dependent upon, and wholly derivative of, the overtime
23 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
24 Plaintiff and class members during their employment.

25 106. At all times relevant herein set forth, Labor Code section 204 provides that all
26 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
27 days, inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of

1 the month during which the labor was performed. Labor Code section 204 further provides
2 that all wages earned by any person in any employment between the sixteenth (16th) and the
3 last day, inclusive, of any calendar month, other than those wages due upon termination of an
4 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
5 month.

6 107. At all times relevant herein, Labor Code section 204 provides that all wages
7 earned for labor in excess of the normal work period shall be paid no later than the payday for
8 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
9 204 provides that the requirements of this section are deemed satisfied by the payment of
10 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
11 seven (7) calendar days following the close of the payroll period.

12 108. During the relevant time period, Defendants willfully failed to pay Plaintiff and
13 class members all wages due including, but not limited to, overtime wages, minimum wages,
14 and/or meal and rest period premiums, within the time periods specified by California Labor
15 Code section 204.

16 109. Defendants' failure to pay Plaintiff and class members all wages due violates
17 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
18 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

19 **EIGHTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 21 **(Against all Defendants)**

22 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 111. At all times herein set forth, California Labor Code section 2802 provides that
25 an employer must reimburse employees for all necessary expenditures and losses incurred by
26 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
27 to prevent employers from passing off their cost of doing business and operating expenses on
28 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144

(2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

112. During the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data for work-related purposes, but failed to reimburse them for all of the costs of their work-related mobile device expenses. As stated, Defendants’ management would contact Plaintiff to discuss work-related matters, and Plaintiff was required to use his personal cellular phone to clock in and out of Defendants’ timekeeping system through a webpage, because Defendants did not provide a physical timeclock or timekeeping device. Plaintiff was also required to use his personal cellular phone and mobile data to take, upload, and send work-related photos and messages to a group chat that included managers, human resources, and corporate representatives. Although Defendants required Plaintiff and class members to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants failed to fully reimburse them for these costs.

113. Additionally, during the relevant time period, Defendants required Plaintiff and class members to wear uniforms bearing Defendants’ clients’ logos, such as the “Walmart” company logo, including uniform shirts. However, Defendants did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants only provided Plaintiff and class members with one (1) shirt at the time of hire. Because Defendants failed to provide their employees with an adequate number of uniforms in relation to their scheduled shifts, employees were required to wash their uniform items more

1 frequently than other clothing, thus incurring additional laundry expenses for the upkeep of
2 their uniforms. Thus, Defendants failed to maintain uniforms they required Plaintiff and class
3 members to wear during their shifts and forced them to incur the cost of maintaining employee
4 uniforms.

5 114. Defendants could have provided Plaintiff and class members with actual
6 equipment for use on the job, such as a company-provided mobile device, as well as an
7 adequate number of uniform items; or, Defendants could have reimbursed employees for the
8 costs of their mobile device usage, and laundering expenses or provided a uniform
9 maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and
10 class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
11 wage.

12 115. Defendants' company-wide policy and/or practice of not reimbursing
13 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
14 and class members violates California Labor Code section 2802. Defendants have
15 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
16 business-related expenses and costs.

17 116. Pursuant to California Labor Code section 2802, Plaintiff and class members
18 are therefore entitled to recover from Defendants their business-related expenses incurred
19 during the course and scope of their employment, plus interest, costs, and attorneys' fees.

20 **NINTH CAUSE OF ACTION**

21 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

22 **(Against all Defendants)**

23 117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation.

25 118. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
26 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
28 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover

1 civil penalties for violations of those Labor Code sections not found in section 2699.5,
2 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and
3 2810.5.

4 119. Defendants' conduct, as alleged herein, violates numerous sections of the
5 California Labor Code, including, but not limited to, the following:

- 6 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
7 Wage Order for Defendants' failure to compensate Plaintiff and other
8 aggrieved employees with all required overtime pay, as alleged herein;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
10 1198, and the applicable IWC Wage Order for Defendants' failure to
11 compensate Plaintiff and other aggrieved employees with at least
12 minimum wages for all hours worked, as alleged herein;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other aggrieved employees with meal periods, as alleged herein;
- 16 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
17 applicable IWC Wage Order for Defendants' failure to authorize and
18 permit Plaintiff and other aggrieved employees to take rest periods, as
19 alleged herein;
- 20 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
21 IWC Wage Order for failure to provide accurate and complete wage
22 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 23 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
24 IWC Wage Order for failure to maintain payroll records, as alleged
25 herein;
- 26 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
27 earned wages upon termination, as alleged herein;
- 28 (h) Violation of Labor Code section 204 for failure to pay all earned wages

during employment, as alleged herein;

- (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below.

120. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

121. At all relevant times, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

122. Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

//

//

//

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 123. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 124. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 125. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 126. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 127. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide all meal periods to Plaintiff and class members in
2 violation of California Labor Code sections 226.7, 512(a), 516, and
3 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take all
5 rest periods in violation of California Labor Code sections 226.7, 516,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (e) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation
9 of California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;
- 11 (f) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein;
- 13 (g) Failing to reimburse Plaintiff and class members for all business
14 expenses necessarily incurred in violation of California Labor Code
15 section 2802, as alleged herein; and
- 16 (h) Failing to provide written notice of information material to Plaintiff's
17 and class members' employment with Defendants in violation of
18 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

19 128. At all relevant times herein, California's Wage Theft Prevention Act was
20 enacted to ensure that employers provide employees with basic information material to their
21 employment relationship at the time of hiring, and to ensure that employees are given written
22 and timely notice of any changes to basic information material to their employment. Codified
23 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
24 time of hiring, an employer must provide written notice to employees containing basic and
25 material payroll information, including, among other things, the rate(s) of pay and basis
26 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
27 including any rates for overtime, the regular payday designated by the employer, and any
28 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor

Code § 2810.5(a)(1)(A)-(C).

129. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

130. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

131. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

132. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

133. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

134. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff

1 seeks to enforce important rights affecting the public interest within the meaning of Code of
2 Civil Procedure section 1021.5.

3 135. Defendants' activities, namely Defendants' company-wide practice and/or
4 policy of not paying Plaintiff and class members all meal and rest period premiums due to
5 them under Labor Code section 226.7, deprived Plaintiff and class members of the
6 compensation guarantee and enhanced enforcement implemented by section 226.7. The
7 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
8 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
9 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
10 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
11 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
12 unfair business practice in violation of California Business & Professions Code sections
13 17200, *et seq.* (*Id.*)

14 136. A violation of California Business & Professions Code sections 17200, *et seq.*
15 may be predicated on any unfair business practice. In the instant case, Defendants' policies
16 and practices have violated the spirit of California's meal and rest period laws and constitute
17 acts against the public policy behind these laws.

18 137. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
19 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
20 benefits implemented by section 226.7 withheld and retained by Defendants during a period
21 that commences four years prior to the filing of the initial complaint; a permanent injunction
22 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
23 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
24 Procedure section 1021.5 and other applicable laws; and an award of costs.

25 **REQUEST FOR JURY TRIAL**

26 Plaintiff requests a trial by jury.

27 **PRAYER FOR RELIEF**

28 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment

1 against Defendants, jointly and severally, as follows:

2 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
3 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
4 reserves the right to amend his prayer for relief to seek a different amount.

5 **Class Certification**

6 2. That this case be certified as a class action;

7 3. That Plaintiff be appointed as the representative of the Class and Subclass;

8 4. That counsel for Plaintiff be appointed as class counsel.

9 **As to the First Cause of Action**

10 5. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
12 pay all overtime wages due to Plaintiff and class members;

13 6. For general unpaid wages at overtime wage rates and such general and special
14 damages as may be appropriate;

15 7. For pre-judgment interest on any unpaid overtime compensation commencing
16 from the date such amounts were due, or as otherwise provided by law;

17 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
18 California Labor Code section 1194(a); and

19 9. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Second Cause of Action**

22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
24 Order by willfully failing to pay minimum wages to Plaintiff and class members;

25 11. For general unpaid wages and such general and special damages as may be
26 appropriate;

27 12. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due, or as otherwise provided by law;

1 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a);

3 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

4 15. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Third Cause of Action**

7 16. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
9 willfully failing to provide all meal periods to Plaintiff and class members;

10 17. That the Court make an award to the Plaintiff and class members of one (1)
11 hour of pay at each employee's regular rate of pay for each workday that a meal period was
12 not provided;

13 18. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 19. For premiums pursuant to California Labor Code section 226.7(c);

16 20. For pre-judgment interest on any unpaid meal period premiums from the date
17 such amounts were due, or as otherwise provided by law;

18 21. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 22. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Fourth Cause of Action**

23 23. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
25 failing to authorize and permit Plaintiff and class members to take all rest periods;

26 24. That the Court make an award to the Plaintiff and class members of one (1) hour
27 of pay at each employee's regular rate of pay for each workday that a rest period was not
28 authorized and permitted;

1 25. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 26. For premiums pursuant to California Labor Code section 226.7(c);

4 27. For pre-judgment interest on any unpaid rest period premiums from the date
5 such amounts were due, or as otherwise provided by law;

6 28. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 29. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated the
12 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
13 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
14 itemized wage statements thereto;

15 31. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 32. For injunctive relief pursuant to California Labor Code section 226(h);

18 33. For statutory penalties pursuant to California Labor Code section 226(e);

19 34. For attorneys' fees and costs pursuant to California Labor Code section
20 226(e)(1); and

21 35. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 36. As to the Sixth Cause of Action

24 37. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
26 and/or meal and rest period premiums, owed at the time of termination of the employment of
27 Plaintiff and other terminated class members;

28 38. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 39. For waiting time penalties according to proof pursuant to California Labor
3 Code section 203 for all employees who have left Defendants' employ;

4 40. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due, or as otherwise provided by law;

6 41. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 42. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Seventh Cause of Action**

11 43. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
13 overtime wages, minimum wages, and/or meal and rest period premiums, during their
14 employment;

15 44. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 45. For statutory penalties according to proof pursuant to California Labor Code
18 section 210;

19 46. For pre-judgment interest on any unpaid wages from the date such amounts
20 were due, or as otherwise provided by law;

21 47. For attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5, or as otherwise provided by law; and

23 48. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Eighth Cause of Action**

26 49. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
28 related expenses and costs incurred by Plaintiff and class members;

1 50. For unpaid business-related expenses and such general and special damages as
2 may be appropriate;

3 51. For pre-judgment interest on any unpaid business-related expenses from the
4 date such amounts were due pursuant to California Labor Code section 2802(b), or as
5 otherwise provided by law;

6 52. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 53. For attorneys' fees and costs pursuant to California Labor Code section
9 2802(c), or as otherwise provided by law; and

10 54. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 **As to the Ninth Cause of Action**

13 55. That the Court declare, adjudge and decree that Defendants violated the
14 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
15 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
16 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
17 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
18 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
19 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
20 earned wages upon termination); 204 (by failing to timely pay all earned wages during
21 employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
22 provide notice of material terms of employment);

23 56. For civil penalties pursuant to the California Labor Code, including sections
24 210, 226.3, 248.5, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California
25 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
26 1197, 1197.1, 1198, 2802, and 2810.5;

27 57. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

58. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

59. For pre-judgment and post-judgment interest as provided by law; and

60. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

61. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

62. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

63. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

64. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

65. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

66. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

67. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

68. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

69. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

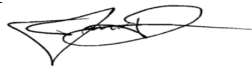
70. For pre-judgment and post-judgment interest as provided by law; and

71. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 3, 2026

Respectfully submitted,

Capstone Law APC



By: _____

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Marcus Johnson

EXHIBIT “1”



1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

AFIFE BICAKCI
310.712.8032 Direct
Afife.Bicakci@capstonelawyers.com

January 6, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Marcus Johnson v. Premium Retail Services, LLC*

Dear PAGA Administrator:

This office represents Marcus Johnson in connection with his claims under the California Labor Code. Mr. Johnson was an employee of PREMIUM RETAIL SERVICES, LLC ("PREMIUM RETAIL").

The employer may be contacted directly at the addresses below:

PREMIUM RETAIL SERVICES, LLC
6651 GATE PARKWAY SUITE 1
JACKSONVILLE, FL 32256

PREMIUM RETAIL SERVICES, LLC
618 SPIRIT DRIVE
CHESTERFIELD, MO 63005

Mr. Johnson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Johnson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PREMIUM RETAIL as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PREMIUM RETAIL employed Mr. Johnson as an hourly paid, non-exempt employee from approximately June through August 2025. Mr. Johnson worked for PREMIUM RETAIL as Sales Associate at the Walmart store location in Turlock, California. During his employment, Mr. Johnson typically worked up to eight (8) hours per day and three (3) or more days per week. At the time his employment ended, Mr. Johnson was compensated approximately \$16.50 per hour. His job duties include, without limitation, assisting in the electronics department with purchasing or upgrading cellular phones and accessories, and facilitating cellular phone activations.

PREMIUM RETAIL committed each of the following Labor Code violations against Mr. Johnson, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PREMIUM RETAIL’s Company-Wide and Uniform Payroll and HR Practices

PREMIUM RETAIL SERVICES, LLC is a nationwide retail services company that provides in-store sales, marketing, and customer support services for consumer brands at retail locations throughout the California and the United States. Upon information and belief, PREMIUM RETAIL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Jacksonville, Florida, for all non-exempt, hourly paid employees working for PREMIUM RETAIL in California, including Mr. Johnson and other aggrieved employees. At all relevant times, PREMIUM RETAIL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Johnson and other aggrieved employees, regardless of their location or position.

Upon information and belief, PREMIUM RETAIL maintains a centralized Payroll department at its corporate headquarters Jacksonville, Florida, which processes payroll for all non-exempt, hourly paid employees working for PREMIUM RETAIL in California, including Mr. Johnson and other aggrieved employees. Further, PREMIUM RETAIL issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Johnson and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PREMIUM RETAIL utilized the same methods and formulas when calculating wages due to Mr. Johnson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PREMIUM RETAIL willfully failed to pay all overtime wages owed to Mr. Johnson and other aggrieved employees. During the relevant time period, Mr. Johnson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a

¹ These facts, theories, and claims are based on Mr. Johnson’s experience and counsel’s review of those records currently available relating to Mr. Johnson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Johnson reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, upon information and belief, PREMIUM RETAIL had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) or nearest half (0.5) of an hour. PREMIUM RETAIL's rounding policy resulted in the failure to compensate Mr. Johnson and other aggrieved employees fully for all hours worked, causing Mr. Johnson and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, PREMIUM RETAIL's rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Johnson and other aggrieved employees. To the extent PREMIUM RETAIL's rounding policy took away time worked that was eligible for overtime, Mr. Johnson and other aggrieved employees were denied overtime pay for all hours worked.

Second, on information and belief, PREMIUM RETAIL had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. PREMIUM RETAIL's practice of labor budgeting and/or limited payroll allocation resulted in chronic understaffing, including adoption of a single-staffing model, and a lack of adequate meal period coverage, because there were too few employees on duty to attend to customers and handle the workload, such as assisting customers on the sales floor. Because PREMIUM RETAIL did not employ or staff a sufficient number of employees, such as Sales Associates, to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Johnson and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, PREMIUM RETAIL, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Mr. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

For example, after Mr. Johnson's initial two days of training, he typically worked alone in the electronics department with no coworker or manager available to relieve him. As a result, Mr. Johnson was required to remain on the sales floor and continue assisting customers during his meal periods, and he could not leave his workstation due to single-staffing. Moreover, on information and belief, PREMIUM RETAIL's management adjusted employee time records to reflect compliant meal periods, even when they had not received compliant meal periods. Thus, PREMIUM RETAIL did not record all hours worked during meal periods, and Mr. Johnson and other aggrieved employees performed work during meal periods for which they were not paid.

Third, PREMIUM RETAIL had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Johnson and other aggrieved employees to remain available for work-related communications during their meal periods. Mr. Johnson's manager contacted him on his personal cellular phone during meal periods to discuss work-related matters, and customers would also approach Mr. Johnson during meal periods with questions regarding the phone issues, activations, or troubleshooting. PREMIUM RETAIL did not record this time, and Mr. Johnson and other aggrieved employees were not compensated for this off-the-clock work.

Fourth, as a result of PREMIUM RETAIL's policies and/or practices of understaffing its locations and/or single-staffing certain positions due to labor budgeting and/or limited payroll allocation while assigning heavy workloads (*see supra*), Mr. Johnson and other aggrieved employees were forced to complete work-related tasks while off the clock, time for which they were not paid. For example,

Mr. Johnson would assist waiting customers for approximately five (5) minutes each instance before he was able to clock in, including answering their questions and otherwise helping them with various service issues, before he clocked in through PREMIUM RETAIL's timekeeping system. As another example, on several occasions, after clocking out, Mr. Johnson continued to assist customers with phone issues, activations, or troubleshooting. Mr. Johnson estimates he spent up to two (2) hours total performing this work after his shift, time for which he was not paid.

As a further example, PREMIUM RETAIL had, and continues to have, a company-wide policy and/or practice of requiring Mr. Johnson and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, Mr. Johnson spent approximately five (5) hours completing onboarding, orientation, HR procedures, and sexual harassment training modules online on his personal cellular phone, time for which he was not compensated.

Fifth, PREMIUM RETAIL, on a company-wide basis, had a policy of requiring employees to undergo mandatory security checks by a managerial employee of PREMIUM RETAIL's client (such as Walmart) when exiting the store premises, for loss prevention purposes. As a result of PREMIUM RETAIL's policy, Mr. Johnson and other aggrieved employees were required to undergo security screenings after clocking out at the end of a shift. For example, before Mr. Johnson was permitted to leave the premises at the end of his shift, Mr. Johnson was required to wait off-the-clock for 2-3 minute each instance for a Walmart employee to check his belongings. Although PREMIUM RETAIL's requirement that Mr. Johnson and other aggrieved employees undergo security checks was mandatory, PREMIUM RETAIL did not compensate them for the time they spent off-the-clock after shifts undergoing these checks while under PREMIUM RETAIL's control.

PREMIUM RETAIL knew or should have known that as a result of these company-wide practices and/or policies, Mr. Johnson and other aggrieved employees were performing assigned duties off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Mr. Johnson and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Johnson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

PREMIUM RETAIL's failure to pay Mr. Johnson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11070(2)(H) (defining "Hours Worked").

First, as set forth above, upon information and belief, PREMIUM RETAIL had a company-wide policy and/or practice of rounding Mr. Johnson and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest quarter (.25) or nearest half (.50) of an hour, resulting in the failure to compensate them for all hours worked.

Second, as stated, due to PREMIUM RETAIL's policies and/or practices of understaffing its locations and/or single-staffing certain positions due to labor budgeting and/or limited payroll allocation while assigning heavy workloads, failing to schedule meal periods, and requiring employees to remain available to respond to work-related communications, Mr. Johnson and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Additionally, as stated, on information and belief, PREMIUM RETAIL's management adjusted employee time records to reflect compliant meal periods even when meal periods were missed, short, and/or interrupted. Thus, PREMIUM RETAIL failed to pay Mr. Johnson and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Third, as stated, as a result of PREMIUM RETAIL's policies and/or practices of labor budgeting, resultant understaffing (including single-staffing) and assigning heavy workloads, PREMIUM RETAIL required Mr. Johnson and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, including assisting customers before clocking in; answering questions regarding phone issues, activations, or troubleshooting; completing mandatory online training modules; and undergoing mandatory security checks when exiting the premises. PREMIUM RETAIL failed to track this time Mr. Johnson and other aggrieved employees spent working off-the-clock, and Mr. Johnson and other aggrieved employees received no compensation for this time.

PREMIUM RETAIL did not pay minimum wages for all hours worked by Mr. Johnson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PREMIUM RETAIL did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PREMIUM RETAIL regularly failed to pay at least minimum wages to Mr. Johnson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without

providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, PREMIUM RETAIL's company-wide policies and/or practices of understaffing its locations, including single-staffing, due to labor budgeting and/or limited payroll allocation, while assigning heavy workloads, have resulted in a lack of meal period coverage and prevented Mr. Johnson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as stated, PREMIUM RETAIL had a company-wide practice of failing to schedule meal periods, which further caused Mr. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Johnson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately twice per week, Mr. Johnson took his meal periods late, after the fifth hour of work, due to the lack of coverage when he was single-staffed. Moreover, because he was the only employee present, Mr. Johnson could not leave the sales floor for his meal periods and was required to assist customers throughout his meal periods, including answering questions and helping with cellular phone issues, activations, and troubleshooting. As a result, Mr. Johnson's meal periods were interrupted and he was not relieved of all duty for compliant meal periods.

Second, on information and belief, as stated, because PREMIUM RETAIL frowned upon employees accruing meal period premiums, PREMIUM RETAIL's management adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by PREMIUM RETAIL. For example, on information and belief, PREMIUM RETAIL's management changed Mr. Johnson's timesheets to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods.

Third, as also stated, PREMIUM RETAIL had a company-wide policy and/or practice of requiring that Mr. Johnson and other aggrieved employees respond to work-related communications at all times, including during meal periods, in order to meet PREMIUM RETAIL's expectations. For example, Mr. Johnson's manager contacted him on his personal cellular phone during meal periods to discuss work-related matters and customers would approach him during meal periods for assistance. As a result, Mr. Johnson's and other aggrieved employees' meal periods would be interrupted to address work-related matters.

At all times herein mentioned, PREMIUM RETAIL knew or should have known that, as a result of these policies, Mr. Johnson and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. PREMIUM RETAIL further knew or should have known that PREMIUM RETAIL did not pay Mr. Johnson and

other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that PREMIUM RETAIL's rounding policy reported that Mr. Johnson and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Johnson and other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

Furthermore, PREMIUM RETAIL engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Johnson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PREMIUM RETAIL regularly failed to authorize and permit Mr. Johnson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PREMIUM RETAIL's company-wide use of labor budgeting and/or limited payroll allocation, resultant understaffing/single-staffing, and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Johnson and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, PREMIUM RETAIL failed to schedule rest periods, which, coupled with PREMIUM RETAIL's failure to provide adequate rest period coverage, further led to Mr. Johnson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, PREMIUM RETAIL maintained a company-wide on-premises rest period policy, which effectively required that Mr.

Johnson and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Johnson and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PREMIUM RETAIL effectively maintained control over Mr. Johnson and other aggrieved employees during rest periods.

As a result of PREMIUM RETAIL's practices and policies, Mr. Johnson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, approximately twice per week, Mr. Johnson had to forgo his rest periods when he had to assist customers.

PREMIUM RETAIL has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Johnson and other aggrieved employees have not received premium pay for non-compliant rest periods.

Accordingly, PREMIUM RETAIL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PREMIUM RETAIL has not provided Mr. Johnson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PREMIUM RETAIL has knowingly and intentionally provided Mr. Johnson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PREMIUM RETAIL issued uniform wage statements to Mr. Johnson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, PREMIUM RETAIL violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PREMIUM RETAIL did not accurately record the time Mr. Johnson and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Johnson's and other aggrieved

employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PREMIUM RETAIL did not list the correct amount of gross wages and net wages earned by Mr. Johnson and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, PREMIUM RETAIL failed to accurately list the total number of hours worked by Mr. Johnson and other aggrieved employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and corresponding accurate number of work hours worked at each hourly rate in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock. In addition, on information and belief, PREMIUM RETAIL failed to provide Mr. Johnson and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the electronic wage statements into hard copies at no expense to them.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" At all relevant times, and in violation of Labor Code section 1174(d), PREMIUM RETAIL willfully failed to maintain accurate payroll records for Mr. Johnson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Johnson's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PREMIUM RETAIL engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Johnson and other aggrieved employees, in violation of section 1198.

Because PREMIUM RETAIL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Johnson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Johnson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct

time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PREMIUM RETAIL willfully failed to pay Mr. Johnson and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, PREMIUM RETAIL had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, PREMIUM RETAIL terminated Mr. Johnson's employment on or around August 2025, but Mr. Johnson did not receive his final paycheck within seventy-two (72) hours of his termination. Instead, his final wages were

deposited on the next regular pay cycle. Thus, PREMIUM RETAIL failed to pay Mr. Johnson his final wages immediately at the time of discharge, in violation of California Labor Code section 201.

Additionally, PREMIUM RETAIL willfully failed to pay Mr. Johnson and other aggrieved employees who are no longer employed by PREMIUM RETAIL all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PREMIUM RETAIL's employ.

Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 7-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, PREMIUM RETAIL had a company-wide policy of requiring Mr. Johnson and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data for work-related purposes, but failed to reimburse them for all of the costs of their work-related mobile device expenses. As stated, PREMIUM RETAIL's management would contact Mr. Johnson to discuss work-related matters, and Mr. Johnson was required to use his personal cellular phone to clock in and out of PREMIUM RETAIL's timekeeping system through a webpage, because PREMIUM RETAIL did not provide a physical timeclock or timekeeping device. Mr. Johnson was also required to use his personal cellular phone and mobile data to take, upload, and send work-related photos and messages to a group chat that included managers, human resources, and corporate representatives. Although PREMIUM RETAIL required Mr. Johnson and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PREMIUM RETAIL failed to fully reimburse them for these costs.

Additionally, during the relevant time period, PREMIUM RETAIL required Mr. Johnson and other aggrieved employees to wear uniforms bearing PREMIUM RETAIL's clients' logos, such as the "Walmart" company logo, including uniform shirts. However, PREMIUM RETAIL did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, PREMIUM RETAIL only provided Mr. Johnson and other aggrieved employees with one (1) shirt at the time of hire. Because PREMIUM RETAIL failed to provide its employees with an adequate

number of uniforms in relation to their scheduled shifts, employees were required to wash their uniform items more frequently than other clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Therefore, PREMIUM RETAIL failed to maintain uniforms it required Mr. Johnson and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

PREMIUM RETAIL could have provided Mr. Johnson and other aggrieved employees with actual equipment for use on the job, such as a company-provided mobile device, as well as an adequate number of uniform items; or, PREMIUM RETAIL could have reimbursed employees for the costs of their mobile device usage, and laundering expenses or provided a uniform maintenance allowance. Instead, PREMIUM RETAIL passed these operating costs onto Mr. Johnson and other aggrieved employees. At all relevant times, Mr. Johnson did not earn at least two (2) times the minimum wage.

Thus, PREMIUM RETAIL had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, PREMIUM RETAIL failed to provide Mr. Johnson and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PREMIUM RETAIL's failure to provide Mr. Johnson and other aggrieved employees with written notice of basic information regarding their employment with PREMIUM RETAIL is in violation of Labor Code section 2810.5.

Mr. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PREMIUM RETAIL into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny 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 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” PREMIUM RETAIL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Johnson’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Johnson seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Johnson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PREMIUM RETAIL for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Johnson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Afife Bicakci
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Afife Bicakci

Copy: PREMIUM RETAIL SERVICES, LLC (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

PREMIUM RETAIL
SERVICES, LLC
618 Spirit Drive
Chesterfield, MO 63005



9590 9402 8803 4005 5604 49

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5975 56

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL®



9589 0710 5270 0211 5975 56

9589 0710 5270 0211 5975 56

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

☐ Certified

☐ Adult Signature

☐ Adult Signature

Postage

Total Post

Sent To

Street and

City, State

PS Form 3800, January 2023 PSN 7530-02-000-9057 See Reverse for Instructions

PREMIUM RETAIL
SERVICES, LLC
618 Spirit Drive
Chesterfield, MO 63005

Johnson v.
Premium Retail
Postmark

PREMIUM RETAIL
SERVICES, LLC
618 Spirit Drive
Chesterfield, MO 63005

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

PREMIUM RETAIL SERVICES, LLC

6651 Gate Parkway

Suite #1

Jacksonville, FL 32256

9590 9402 8803 4005 5604 32

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5975 49

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail Restricted Delivery \$500

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

PREMIUM RETAIL
SERVICES, LLC
6651 Gate Parkway
Suite #1
Jacksonville, FL 32256

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0211 5975 49

9589 0710 5270 0211 5975 49

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee if appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

\$

\$

☐ Cert

☐ Ins

☐ Reg

☐ Sign

Postage

Total P

Sent to

Street

City, St.

PREMIUM RETAIL SERVICES, LLC

6651 Gate Parkway

Suite #1

Jacksonville, FL 32256

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

Idaho D.V.

Premium Retail

Postmark

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**PREMIUM RETAIL
SERVICES, LLC**
6651 Gate Parkway
Suite #1
Jacksonville, FL 32256



9590 9402 8803 4005 5604 32

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5975 49

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *L. King*
L. KING

- ☐ Agent
- ☐ Addressee

Received by (Printed Name)

C. Date of Delivery

- Is delivery address different from item 1? ☐ Yes
- If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (\$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **June 3, 2026**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] as stated on the attached service list:

Jenny Yu (SBN 253033)
Danielle E. Montero (SBN 333945)
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, California 90067-2506
Telephone: 310.556.8861
Facsimile: 310.553.2165
jyu@ebglaw.com
dmontero@ebglaw.com

Attorneys for Defendants
PREMIUM RETAIL SERVICES, LLC

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 3, 2026**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature