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 Superior Court of California
 County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

Attorneys for Plaintiffs MICHAIAH MICAH RAMIREZ and
 JAIDA JEROTZ on behalf of themselves and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MICHAIAH MICAH RAMIREZ, on behalf
 of herself and others similarly situated,

Plaintiff,

vs.

UNITED STATES OF ARITZIA INC. dba
 ARITZIA, a Delaware corporation; US OF
 ARITZIA INC, an entity of unknown form;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV11680

CLASS ACTION

Assigned for All Purposes To:

Hon. Theresa M. Traber

Dept.: 1

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Violation of Labor Code § 226(a);
8. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
9. Failure to Keep Required Payroll Records
Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
and
11. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Michaiah Micah Ramirez (“Plaintiff Ramirez”) and Jaida Jerotz (“Plaintiff
2 Jerotz”) (collectively referred to herein as “Plaintiffs”) on behalf of themselves and all others
3 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
4 Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by UNITED STATES OF
9 ARIZIA INC. dba ARITZIA, a Delaware corporation; US OF ARITZIA INC, an entity of
10 unknown form; and DOES 1 through 50 (all defendants being collectively referred to herein as
11 “Defendants”). Plaintiffs allege that Defendants, and each of them, violated various provisions of
12 the California Labor Code and relevant orders of the Industrial Welfare Commission (IWC) and
13 California Business & Professions Code, and seeks redress, therefore.

14 2. Plaintiffs are residents of California and during the time period relevant to this
15 Complaint were employed by Defendants as a non-exempt hourly employees within the State of
16 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
17 members worked for Defendants in Los Angeles County, and in other nonexempt positions,
18 throughout California, and consistently worked at Defendants’ behest without being paid all wages
19 due. More specifically, Plaintiffs and the other similarly situated Class members were employed
20 by Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise
21 to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
22 were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiffs and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock and during their
27 meal and rest breaks. Defendants thus failed to pay Plaintiffs and the Class members for all hours
28 worked. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest

1 periods, as employees were not provided with the opportunity to take timely and duty-free meal
2 and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiffs**

5 4. Plaintiff MICHAIAH MICAHA RAMIREZ has resided in California and during the
6 time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
7 employee within the State of California.

8 5. Plaintiff JAIDA JEROTZ has resided in California and during the time period
9 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
10 the State of California.

11 **B. The Defendants**

12 6. Defendant UNITED STATES OF ARITZIA INC. dba ARITZIA is a Delaware
13 corporation with its principle executive offices in Vancouver, British Columbia, Canada, and upon
14 information and belief, has been Plaintiffs' employer during the relevant time period. UNITED
15 STATES OF ARITZIA INC. dba ARITZIA does not list a California address with the California
16 Secretary of State; however, upon information and belief employs Plaintiffs and the Employees in
17 Los Angeles County, including at Defendants' offices and facilities in Los Angeles, California,
18 and throughout California and Defendants conduct business throughout California.

19 7. Defendant US OF ARITZIA INC is an entity of unknown form with its principle
20 executive offices in Vancouver, British Columbia, Canada, and upon information and belief, has
21 been listed as the employer on Plaintiffs' wage statements during the relevant time period. US OF
22 ARITZIA INC. does not list a California address with the California Secretary of State; however,
23 upon information and belief employs Plaintiffs and the Employees in Los Angeles County,
24 including at Defendants' offices and facilities in Los Angeles, California, and throughout
25 California and Defendants conduct business throughout California.

26 8. The true names and capacities, whether individual, corporate, associate, or
27 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
28 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code

1 of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
2 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
3 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
4 this Complaint to reflect the true names and capacities of the Defendants designated herein as
5 Does 1 through 50 when their identities become known.

6 9. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
7 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
8 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
9 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
10 all respects as the employers or joint employers of Employees. Defendants, and each of them,
11 exercised control over the wages, hours or working conditions of Employees, or suffered or
12 permitted Employees to work, or engaged, thereby creating a common law employment
13 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
14 employed Employees.

15 **JURISDICTION AND VENUE**

16 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
18 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
19 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
20 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
21 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
22 County and Defendants maintain and operate company offices and facilities in Los Angeles
23 County and employ Plaintiffs and other Class members in Los Angeles County and throughout
24 California.

25 **FACTUAL BACKGROUND**

26 11. The Employees who comprise the Class and Collective, including Plaintiffs, are
27 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
28 Employees who work in nonexempt positions at the direction of Defendants in the State of

1 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
2 worked or were not paid at the appropriate minimum, regular, and overtime rates. Specifically,
3 Plaintiffs and Employees were not paid for the time that they worked pre-shift without
4 compensation, by waiting for management to complete opening procedures, including disarming
5 the security alarm and turning on the lights and undergoing COVID-19 temperature checks prior
6 to clocking in and waiting in line for time clocks to be available. Plaintiffs and Employees also
7 worked post-shift by undergoing bag checks and waiting for management to lock up the store after
8 clocking out. Plaintiffs and Employees worked off-the-clock during meal periods, including by
9 undergoing bag checks after clocking out for meal periods. Plaintiff Ramirez and Employees also
10 worked off-the-clock by answering work related text messages and phone calls from supervisors,
11 clients, and co-workers and scheduling styling appointments with clients. Plaintiffs also contends
12 that Defendants failed to pay Plaintiffs and the Class members all wages due and owing, and failed
13 to provide timely meal and rest breaks, all in violation of various provisions of the California
14 Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and Employees
15 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses.
16 However, upon information and belief, Defendants failed to incorporate all remunerations,
17 including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
18 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
19 wage rate. Therefore, during times when Plaintiffs and Employees worked overtime and received
20 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
21 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
22 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to
23 calculate and pay for overtime and double time pay.

24 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
26 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
27 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
28 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the

1 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
2 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
3 Therefore, during times when Plaintiffs and Employees worked overtime and received
4 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
5 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
6 required.

7 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
9 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
10 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
11 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
12 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
13 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
14 Therefore, during times when Plaintiffs and Employees worked overtime and received
15 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
16 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
17 required.

18 14. During the course of Plaintiffs and the Class members' employment with
19 Defendants, they were not paid all wages they were owed, including for all work performed and
20 for all overtime hours worked and were forced to work during their meal and rest breaks.

21 15. As a result, Plaintiffs and the Class members worked shifts over eight (8) hours in
22 a day and over forty (40) hours in a work week, but they were not paid at the appropriate
23 overtime rate for all such hours, including by being required to perform work duties and tasks
24 without pay and while off-the-clock. As a result, Plaintiffs and the Class members worked
25 substantial overtime hours during their employment with Defendants for which they were not
26 compensated, in violation of the California Labor Code and applicable IWC Wage Orders.

27 16. As a result of the above described daily work demands, and the other wage
28 violations they endured at Defendants' hands, Plaintiffs and the Class members were not properly

1 paid for all wages earned and for all wages owed to them by Defendants, including when working
2 more than eight (8) hours in any given day and/or more than forty (40) hours in any given week.
3 As a result of Defendants' unlawful policies and practices, Plaintiffs and Class members incurred
4 overtime hours worked for which they were not adequately and completely compensated. To the
5 extent applicable, Defendants also failed to pay Plaintiffs and the Class members at an overtime
6 rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a
7 week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8)
8 on the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage
9 Orders.

10 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay
12 Employees for all hours worked, and failing to pay minimum wages for all time worked as
13 required by California Law.

14 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants had a consistent policy or practice of failing to pay
16 Employees overtime compensation at premium overtime rates for all hours worked in excess of
17 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
18 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
19 sections of IWC Wage Orders.

20 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
21 continuing to the present, Defendants have regularly required Employees to work shifts in excess
22 of five (5) hours without providing them with timely, off-duty, and uninterrupted meal periods due
23 to the pre-shift off-the-clock work alleged above and Defendants' requirement that Employees
24 undergo a bag check after clocking out for their meal period; and without providing them with
25 second meal periods of not less than thirty minutes on shifts in excess of ten hours; nor did
26 Defendants pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
27 regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided.
28 Additionally, upon information and belief, Employees were required to carry radios including

1 during meal breaks.

2 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants have consistently failed to provide Employees with timely, duty-free paid rest
4 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
5 hours; nor did Defendants pay Employees premium pay for each day on which requisite rest
6 breaks were not provided or were deficiently provided at one hour of wages at each Employee's
7 effective regular rate of pay, for each rest period that Defendants failed to provide or deficiently
8 provided. Additionally, upon information and belief, Employees were required to carry radios
9 including during rest periods.

10 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements as required by California wage-and-hour laws.
13 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
14 correct overtime wages based on proper regular rate calculations that included nondiscretionary
15 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
16 total amount of compensation of their Employees. Upon information and belief, the wage
17 statements given to Class Members also failed to incorporate the prevailing wage rate into the
18 regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and
19 meal and rest break premiums. Furthermore, Employees' wage statements did not include: the
20 total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each such rate in violation of Labor Code § 226(a)(9). Moreover, the wage statements
23 given to Employees by Defendants failed to accurately account for wages, overtime, and premium
24 pay for deficient meal periods and rest breaks all of which Defendants knew or reasonably should
25 have known were owed to Employees, as alleged hereinabove. The wage statements provided to
26 Employees were confusing and required Employees to engage in discovery and refer to outside
27 sources to verify whether their pay was correct, potentially resulting in a miscalculation by the
28 Employees.

22. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Additionally, Plaintiff Ramirez and Employees incurred home internet expenses by completing training videos and accompanying questions at home as required by Defendants.

23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

24. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, and 2802.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiffs brings this class action on behalf of themselves, and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: all non-exempt individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and that have been employed by Defendants within the State of California.

28. Further, Plaintiff Ramirez seeks to represent the following Subclasses composed of and defined as follows:

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to provide timely and duty-free meal periods or one
8 hour of pay at the Employee's regular rate of pay in lieu thereof.
- 9 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Employees to take timely,
11 duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and
12 failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
14 compensated at the Employee's regular rate of pay for their vacation wages.
- 15 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at
16 the Employee's regular rate of pay for their sick pay wages.
- 17 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
18 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
19 incurred in the performance of Employees job duties for Defendants which were necessary to
20 perform their duties under Defendants' employ.
- 21 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
22 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
23 by California wage-and-hour laws.
- 24 i. Subclass 9. Wage Statements Subclass. All Class members who, within the
25 applicable limitations period, were not provided with accurate, itemized wage statements.
- 26 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
27 applicable limitations period, either voluntarily or involuntarily separated from their employment
28

1 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
2 termination.

3 29. Further, Plaintiffs seek to represent the following Subclasses composed of and
4 defined as follows:

5 a. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 30. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 31. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 32. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class member has not been
17 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
18 time period relevant to this lawsuit, employed more than 100 individuals within the State of
19 California.

20 33. Accounting for employee turnover during the relevant time period increases this
21 number substantially. Plaintiffs allege that Defendants' employment records will provide
22 information as to the number and location of all class members.

23 **B. Commonality**

24 34. There are questions of law and fact common to the class that predominate over any
25 questions affecting only individual class members. These common questions of law and fact
26 include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
- 28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under Labor
2 Code § 510;
- 3 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
4 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
5 premium pay in lieu thereof;
- 6 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
7 Orders, by failing to provide Employees with requisite rest breaks or premium pay
8 in lieu thereof;
- 9 f. Whether Defendants failed to pay Employees vacation wages as required under
10 Labor Code § 227.3;
- 11 g. Whether Defendants failed to pay Employees sick pay as required under Labor
12 Code § 245;
- 13 h. Whether Defendants failed to reimburse Employees for necessary business
14 expenses;
- 15 i. Whether Defendants violated Labor Code § 226(a);
- 16 j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 17 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
18 wages and compensation due and owing at the time of termination of employment;;
- 19 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 20 m. Whether Employees are entitled to equitable relief pursuant to Business and
21 Professions Code § 17200 *et seq.*

22 **C. Typicality**

23 35. The claims of the named Plaintiffs are typical of those of the other Employees.
24 Employees all sustained injuries and damages arising out of and caused by Defendants' common
25 course of conduct in violation of statutes, as well as regulations that have the force and effect of
26 law, as alleged herein.

27 **D. Adequacy of Representation**

28 36. Plaintiffs will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

38. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

39. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

40. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with: (1) waiting in line for the time clock to become available prior to clocking in; (2) working post-shift by undergoing bag checks; (3) working off-the-clock during meal periods, including by undergoing bag checks after clocking out for meal periods; (4) and answering work-related phone calls and text messages from supervisors, clients, and coworkers off-the-clock and scheduling styling appointments with clients off-the-clock. Defendants failed to pay Employees for hours worked during alleged meal periods for which Employees were denied. Moreover, Defendants did not pay Plaintiff Ramirez and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a

1 result of implementing a uniform policy and practice that denied accurate compensation to
2 Plaintiff Ramirez and the other members of the Class as to minimum wage pay.

3 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
4 states:

5 The minimum wage for employees fixed by the commission is the
6 minimum wage to be paid to employees, and the payment of a less
7 wage than the minimum so fixed is unlawful.

8 42. The applicable minimum wages fixed by the commission for work during the
9 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
10 therefore entitled to double the minimum wage during the relevant period.

11 43. The minimum wage provisions of California Labor Code are enforceable by private
12 civil action pursuant to California Labor Code § 1194(a) which states:

13 Notwithstanding any agreement to work for a lesser wage, any
14 employee receiving less than the legal minimum wage or the legal
15 overtime compensation applicable to the employee is entitled to
16 recover in a civil action the unpaid balance of the full amount of
17 this minimum wage or overtime compensation, including interest
18 thereon, reasonable attorney's fees and costs of suit.

19 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
20 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

21 45. California Labor Code § 1194.2 also provides for the following remedies:

22 In any action under Section 1194 . . . to recover wages because of
23 the payment of a wage less than the minimum wages fixed by an
24 order of the commission, an employee shall be entitled to recover
25 liquidated damages in an amount equal to the wages unlawfully
26 unpaid and interest thereon.

27 46. Defendants have the ability to pay minimum wages for all time worked and have
28 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
29 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

30 47. Wherefore, Employees are entitled to recover the unpaid minimum wages
31 (including double minimum wages), liquidated damages in an amount equal to the minimum
32 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
33 to California Labor Code § 1194(a).

34 ///

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 48. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though
5 set forth in full herein.

6 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock working pre-shift by
14 waiting in line for time clocks to become available prior to clocking in. Plaintiff Ramirez and
15 Employees also worked post-shift by undergoing bag checks and otherwise off-the-clock by
16 answering work-related phone calls and text messages from supervisors, clients, and co-workers
17 and scheduling styling appointments with clients. The uncompensated time also includes the time
18 Employees worked off-the-clock during meal periods, such as by undergoing bag checks after
19 clocking out for their meal periods. Employees regularly worked over 8 hours on a given day
20 without receiving overtime compensation.

21 50. Furthermore, on information and belief, Defendants did not pay Plaintiff Ramirez
22 and Employees the correct overtime rate for the recorded overtime hours that they generated. In
23 addition to an hourly wage, Defendants paid Plaintiff Ramirez and Employees shift differentials,
24 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
25 information and belief, Defendants failed to incorporate all remunerations, including
26 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
27 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
28 wage rate. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular

1 rate of pay used to calculate and pay for overtime and double time pay overtime pay, double pay,
2 sick pay, vacation pay, and meal and rest break premiums.

3 51. Therefore, during times when Plaintiff Ramirez and Employees worked overtime
4 and received nondiscretionary commissions, incentive pay, shift differentials, and/or
5 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower
6 overtime rate than required.

7 52. Defendants' failure to pay compensation in a timely fashion also constituted a
8 violation of California Labor Code § 204, which requires that all wages shall be paid
9 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
10 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
11 and overtime compensation earned by Employees. Each such failure to make a timely payment of
12 compensation to Employees constitutes a separate violation of California Labor Code § 204.

13 53. Employees have been damaged by these violations of California Labor Code §§
14 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

15 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
16 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
17 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
18 reasonable attorneys' fees and costs.

19 **THIRD CAUSE OF ACTION**

20 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 55. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though
23 set forth in full herein.

24 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
25 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
26 more than five (5) hours without providing him or her with a meal period of not less than thirty
27 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
28 meal period of not less than thirty (30) minutes.

57. Defendants failed to provide Employees with timely, uninterrupted, and off-duty meal periods as required under the Labor Code. Employees were required to take meal periods after working well beyond the five (5) hour shifts due to the pre-shift off-the-clock work alleged above. Additionally, Employees were required to undergo bag checks after clocking out for their meal periods resulting in short and on-duty meal periods. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law. Additionally, Plaintiff Ramirez and Employees were interrupted on their meal periods by customers. Lastly, upon information and belief, Employees were required to carry radios, including during meal periods.

58. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

60. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the

1 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
2 not less than ten (10) minutes for each consecutive four (4) hour shift.

3 62. Defendants failed to provide Employees with duty-free rest breaks of not less than
4 ten (10) minutes for each consecutive four (4) hour shift. In addition, what rest periods were
5 provided were provided untimely due to the pre-shift off the clock. Lastly, upon information and
6 belief, Employees were required to carry radios including during rest breaks.

7 63. Moreover, Defendants failed to compensate Employees for each rest period not
8 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
9 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
10 accordance with this section, the employer shall pay the employee one hour of pay at the
11 employee's regular rate of compensation for each workday that the rest period is not provided.
12 Defendants failed to compensate the Employees in the Class for each rest period not provided or
13 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
14 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
15 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
16 or by otherwise incorrectly calculating the regular rate.

17 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
18 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
19 worked without the required rest breaks, a sum to be proven at trial.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY VACATION WAGES**

22 **(Against All Defendants)**

23 65. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though
24 set forth in full herein.

25 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
26 employment policy provides for paid vacation and an employee is terminated without having
27 taken off his vested vacation time, all vested vacation shall be paid to her as wages at her final rate
28 in accordance with said contract of employment or policy respecting eligibility or time served.

67. Defendants paid nondiscretionary commissions, shift differentials, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay vacation wages.

68. Therefore, Plaintiff Ramirez and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION

FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246

(Against All Defendants)

69. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

71. Defendants paid nondiscretionary commissions, shift differentials, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

72. Therefore, Plaintiff Ramirez and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

73. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

74. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

75. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The wage statements given to Class Members by Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation

1 by the Employees.

2 76. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
3 Employees suffered injuries, including among other things confusion over whether they received
4 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
5 forcing them to make mathematical computations to analyze whether the wages paid in fact
6 compensated them correctly for all hours worked.

7 77. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
8 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
9 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
10 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
11 award of costs and reasonable attorneys' fees.

12 78. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
13 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
14 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
15 employee for each pay period.

16 79. Plaintiff Ramirez is seeking penalties against Defendants under Labor Code §
17 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an
18 amount to be shown according to proof.

19 **EIGHTH CAUSE OF ACTION**
20 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
21 **IN VIOLATION OF LABOR CODE § 2802**
22 **(Against All Defendants)**

23 80. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though
24 set forth in full herein.

25 81. Under Labor Code § 2802(a) an employer must indemnify its employees for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or her duties, or of his or her obedience to the directions of the employer.

28 82. Employees incurred necessary expenditures in the performance of their job duties

1 for Defendants, namely the cost of personal cell phone usage, which were necessary to perform
2 their duties under Defendants' employ. Additionally, Plaintiff Ramirez and Employees incurred
3 home internet expenses by completing training videos and accompanying questions at home as
4 required by Defendants. From four (4) years prior to the original filing of this lawsuit and
5 continuing to the present, Defendants consistently failed to reimburse Employees for these
6 necessarily incurred business expenses.

7 83. As a result of the unlawful acts of Defendants, Employees have been deprived of
8 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
9 plus interest and penalties thereon, attorneys' fees, and costs.

10 **NINTH CAUSE OF ACTION**
11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
12 **AND 1174.5**
13 **(Against All Defendants)**

14 84. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though
15 set forth in full herein.

16 85. California Labor Code § 1174 requires that all employers shall keep accurate time
17 and wage records for all employees. California Labor Code § 1174.5 further requires that any
18 employee suffering injury due to a willful violation of the aforementioned obligations may seek
19 damages, including civil penalties, from the employer.

20 86. During the course of Plaintiff Ramirez's and Employees' employment, Defendants
21 consistently failed to maintain accurate time and wage records for Plaintiff Ramirez and
22 Employees as required by California Labor Code § 1174 by failing to pay Plaintiff Ramirez and
23 Employees proper wages, overtime, and premium pay as discussed above.

24 87. Accordingly, Defendants are liable for civil penalties pursuant to the California
25 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

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TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

88. Plaintiff Ramirez re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

89. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

90. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

91. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

92. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

93. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

94. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

95. Plaintiffs are "person(s)" within the meaning of Business & Professions Code § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 96. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 97. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with compliant meal and rest periods, etc., are fundamental
5 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
6 vigorously to enforce minimum labor standards, to ensure that employees are not required or
7 permitted to work under substandard and unlawful conditions, and to protect law-abiding
8 employers and their employees from competitors who lower costs to themselves by failing to
9 comply with minimum labor standards.

10 98. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
14 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 99. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide compliant meal and rest periods, etc., either knew or in the exercise of
20 reasonable care should have known that their conduct was unlawful; therefore their conduct
21 violates the Business & Professions Code § 17200 *et seq.*

22 101. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

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

1 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
2 have unlawfully failed to pay.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiffs prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each day requisite rest breaks were not provided or were deficiently provided where no
16 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
17 be proven;
- 18 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 19 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 20 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
21 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 23 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 24 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 12. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 13. For compensatory damages in the amount of all previously unreimbursed business
28 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants

1 from four (4) years prior to the original filing of this action, as may be proven;

2 14. For an order enjoining Defendants and their agents, servants, and employees, and
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
4 duties adumbrated in this Complaint;

5 15. For all general, special, and incidental damages as may be proven;

6 16. For an award of pre-judgment and post-judgment interest;

7 17. For an award providing for the payment of the costs of this suit;

8 18. For an award of attorneys' fees; and

9 19. For such other and further relief as this Court may deem proper and just.

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13 DATED: June 11, 2026

D.LAW, INC.

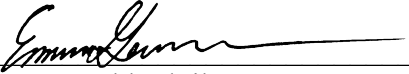
15 By 
16 Roman Shkodnik
17 Emma Geesaman
18 Attorneys for Plaintiffs
19 MICHAIAH MICAH RAMIREZ and JAIDA
20 JEROTZ and the putative class
21
22
23
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25
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28

DEMAND FOR JURY TRIAL

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

DATED: June 11, 2026

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs
MICHAIAH MICAH RAMIREZ and JAIDA
JEROTZ and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

FIRST AMENDED CLASS ACTION COMPLAINT

Agent for Service for Defendant UNITED STATES OF ARITZIA INC.

Agent for Service for Defendant US OF ARITZIA INC.,

Brian Hill, Executive Chair,
189 The Grove Drive
Los Angeles, CA 90036

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

VIA ELECTRONIC MAIL: Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a “delivery receipt” for this electronic mail message, and, unless disallowed by the recipient, received the same.

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

Executed on June 11, 2026, at Pasadena, California.


Kathryn Perez