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FILED
 Superior Court of California
 County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

Attorneys for Plaintiffs BAYARMAA G. SHANY and BRYAN GONZALEZ PINEDA,
 on behalf of themselves and all others similarly situated

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

BAYARMAA G. SHANY, an individual;
 and BRYAN GONZALEZ PINEDA, an
 individual, on behalf of themselves and
 others similarly situated,

Plaintiffs,

vs.

SAKS & COMPANY, LLC, a Delaware
 limited liability company; SAKS OFF 5TH, a
 California business entity, form unknown;
 SAKS FIFTH AVENUE, LLC, a
 Massachusetts limited liability company,
 HUDSON'S BAY COMPANY, a California
 business entity, form unknown; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 23STCV25980

CLASS ACTION

Assigned for All Purposes To:
 Hon. Elihu M. Berle
 Dept.: 6

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
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. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint filed: October 24, 2023

1 Plaintiffs BAYARMAA G. SHANY and BRYAN GONZALEZ PINEDA (hereinafter
2 “Plaintiffs”), on behalf of themselves and all other similarly situated non-exempt, hourly
3 employees employed by Defendants in California during the relevant period (collectively,
4 “Employees”; individually, “Employee”) complains of Defendants 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 years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SAKS &
9 COMPANY, LLC, a Delaware limited liability company; SAKS OFF 5TH, a California business
10 entity, form unknown; SAKS FIFTH AVENUE, LLC, a Massachusetts limited liability company,
11 HUDSON’S BAY COMPANY, a California business entity, form unknown, and DOES 1
12 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiffs allege
13 that Defendants violated various provisions of the California Labor Code, relevant orders of the
14 Industrial Welfare Commission (IWC), and California Business & Professions Code, and seek
15 redress for these violations.

16 2. Plaintiff BAYARMAA G. SHANY worked as an hourly associate at one of
17 Defendants’ facilities and locations in Woodland Hills, California and in Los Angeles County.
18 Plaintiff BRYAN GONZALEZ PINEDA worked as an asset protection employee at one of
19 Defendants’ facilities and locations in Ontario, California and in San Bernardino County. They
20 and the other Class members were employed by Defendants as non-exempt, hourly employees at
21 Defendants’ locations and facilities throughout California, including in positions related to
22 providing retail and customer services to Defendants’ customers. Plaintiffs worked at Defendants’
23 behest without being paid all wages due and without being provided all required breaks. More
24 specifically, Plaintiffs and the other similarly situated Class members were employed by
25 Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same
26 policies and practices (3) and endured similar violations at the hands of Defendants as the other
27 Employees who served in similar and related positions.

28 3. Defendants required Plaintiffs and the Employees in the Class to work off the clock

1 and failed to record accurate time worked by these Employees, failed to pay them at the
2 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
3 resignation, and provided Plaintiffs and the Class members with inaccurate wage statements that
4 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
5 Plaintiffs and the Class with lawful meal and rest periods, as Employees were required to remain
6 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
7 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
8 applicable paragraphs of the IWC Wage Orders.

9 4. Defendant SAKS & COMPANY, LLC is a Delaware limited liability company
10 which lists its principal address with the California Secretary of State in New York, New York and
11 does not list a California office. It lists its type of business as "RETAIL/SPECIALTY STORE."
12 Defendant SAKS & COMPANY, LLC is listed as the employer on the wage statements issued to
13 Plaintiffs by Defendants on a bi-weekly basis, and upon information and belief to other Class
14 members, with the same New York address. Upon information and belief, SAKS & COMPANY,
15 LLC operates and does business as SAKS OFF 5TH or is either a joint employer with SAKS OFF
16 5TH or SAKS & COMPANY, LLC is a d/b/a, or parent or subsidiary of Saks Fifth Avenue LLC,
17 Saks Off 5th, or Hudson's Bay Company. Upon information and belief, SAKS & COMPANY,
18 LLC owns or operates various stores and facilities, including in the Woodland Hills and Ontario
19 California facilities where Plaintiffs worked. On information and belief, SAKS & COMPANY,
20 LLC maintains operations and locations throughout Los Angeles County and San Bernardino
21 County California, including the Woodland Hills and Ontario stores where Plaintiffs worked.

22 5. Upon information and belief, two such facilities are SAKS OFF 5TH in Woodland
23 Hills and Ontario California. Defendant SAKS OFF 5TH is a California business entity of form
24 unknown, unlisted with the California Secretary of State. SAKS OFF 5TH's company logo
25 appeared on Plaintiffs and upon information and belief other Class members' wage statements and
26 other employment documents. Upon information and belief, SAKS OFF 5TH is a d/b/a or
27 subsidiary of Saks & Company, LLC or Saks Fifth Avenue, LLC or Hudson's Bay Company.
28 SAKS OFF 5TH in Woodland Hills and Ontario California are where Plaintiffs worked. The

1 website for SAKS OFF 5TH states: “Saks OFF 5TH is reimagining traditional off-price retail with
2 a digital-first model focused on delivering a superior customer experience. Through our
3 merchandise authority, unparalleled brand access and seamless connection between e-commerce
4 and stores, we provide the best names in fashion at an incredible value.”

5 6. Defendant SAKS FIFTH AVENUE, LLC, a Massachusetts limited liability
6 company, is listed with the Massachusetts Secretary of State and does not list a California office.
7 Defendant SAKS FIFTH AVENUE, LLC’s company logo appeared on Plaintiffs’ and other Class
8 members’ wage statements and other employment documents. Upon information and belief,
9 SAKS FIFTH AVENUE, LLC operates and does business as SAKS OFF 5TH and is either a joint
10 employer with SAKS OFF 5TH or SAKS FIFTH AVENUE, LLC is a d/b/a, or parent or
11 subsidiary of Saks Off 5th, Saks & Company, LLC, or Hudson’s Bay Company. Upon
12 information and belief, SAKS FIFTH AVENUE, LLC owns or operates various stores and
13 facilities, including in the Woodland Hills and Ontario California facilities where Plaintiffs
14 worked. On information and belief, SAKS FIFTH AVENUE, LLC maintains operations and
15 locations throughout Los Angeles County, San Bernardino County and California, including the
16 Woodland Hills and Ontario stores where Plaintiffs worked.

17 7. Defendant HUDSON’S BAY COMPANY is a California business entity of form
18 unknown, unlisted with the California Secretary of State. The HUDSON’S BAY COMPANY logo
19 appeared on Plaintiffs’ and other Class members’ wage statements and other employment
20 documents. Upon information and belief, HUDSON’S BAY COMPANY operates and does
21 business as SAKS OFF 5TH and is either a joint employer with SAKS & COMPANY, LLC,
22 SAKS OFF 5TH, SAKS FIFTH AVENUE, LLC, or is a d/b/a, or parent or subsidiary of Saks &
23 Company, LLC, Saks off 5th or Saks Fifth Avenue, LLC. Upon information and belief,
24 HUDSON’S BAY COMPANY owns or operates various stores and facilities, including in the
25 Woodland Hills and Ontario California facilities where Plaintiffs worked. On information and
26 belief, HUDSON’S BAY COMPANY maintains operations and locations throughout Los Angeles
27 County, San Bernardino County and California, including the Woodland Hills and Ontario stores
28 where Plaintiffs worked. The website for HUDSON’S BAY COMPANY states: “Our portfolio

1 businesses feature some of the most iconic brands in retail: Hudson's Bay, Saks Fifth Avenue and
2 Saks OFF 5TH."

3 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
5 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
6 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
7 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
8 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
9 County, where Defendants operate and provide retail and customer services to California
10 customers.

11 9. The true names and capacities, whether individual, corporate, associate or whatever
12 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
13 Plaintiffs, who therefore sues these Defendants by such fictitious names under Code of Civil
14 Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated
15 herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner
16 for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint
17 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
18 when their identities become known.

19 10. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
20 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
21 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
22 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
23 all respects as the employers or joint employers of Employees. Defendants, and each of them,
24 exercised control over the wages, hours or working conditions of Employees, created and
25 implemented the policies and practices that governed the employment of Plaintiffs and the Class
26 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
27 Plaintiffs and the other Employee Class members to work, or engaged, thereby creating a common
28 law employment relationship, with the Employee Class members. Therefore, Defendants, and each

1 of them, employed or jointly employed the Employee Class members.

2 **FACTUAL BACKGROUND**

3 11. The Employees who comprise the Class, including Plaintiffs, are non-exempt
4 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
5 Commission (“IWC”). During the period of four years prior to the filing of this action through its
6 resolution, Plaintiffs and the Class members were either not paid by Defendants for all hours
7 worked or were not paid at the appropriate minimum, regular and overtime rates, including for
8 meal period and rest break premium payments. Plaintiffs also contend that Defendants failed to
9 pay Plaintiffs and the Class members all wages due and owing, including by miscalculating
10 wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and
11 failing to furnish accurate wage statements and timely pay all wages owed, all in violation of
12 various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
13 Orders.

14 12. During the course of Plaintiffs’ and the Class members’ employment with
15 Defendants, they were not paid all wages they were owed, including for all work performed
16 (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the
17 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
18 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
19 exempt, hourly employees as retail and customer-related workers based out of Defendants’
20 facilities in California.

21 13. Plaintiff BAYARMAA G. SHANY worked as an hourly associate at one of
22 Defendants’ stores in Woodland Hills, California. Her job as an hourly associate with cashier
23 duties included counting and depositing money from the cash registers, supporting other cashiers
24 and customer services associates, and assisting customers. She generally worked 28 to 32 hours
25 per week, five to six shifts per week. Plaintiff BAYARMAA G. SHANY’s scheduled hours were
26 generally from 8:00 a.m. through 2:30 p.m. or 2:00 p.m. to 9:00 or 10:00 p.m. Plaintiff BRYAN
27 GONZALEZ PINEDA worked as an asset protection investigator at Defendants’ stores in
28 Ontario, California. His duties included apprehending shop lifters and enforcing safety and loss

1 prevention policies. Plaintiff BRYAN GONZALEZ PINEDA's scheduled hours were generally
2 from 11:00 a.m. through 8:00 p.m., five shifts per week. Plaintiffs worked different shift
3 schedules and hours as required.

4 14. During opening shifts, Plaintiffs and other Employees would arrive at the store's
5 back entrance sufficiently before their scheduled shift start time of 8:00 a.m. The store's doors
6 would be locked until the manager arrived to unlock the door. Thus, Employees could not enter
7 the store until the manager had arrived. Approximately once per week, the manager would be late
8 and Employees, including Plaintiffs, would have to wait outside the store for five to ten minutes,
9 unable to clock in for the day, until the manager arrived and unlocked the store's doors. This time
10 spent waiting for the manager's arrival went uncompensated by Defendants because it would not
11 be reflected in Defendants' timekeeping system. Once inside, Plaintiffs would go to the break
12 room which housed electronic tablets that were used by them and other Employees to clock in.

13 15. On information and belief, Class members record their shift start and end times by
14 logging their Employee IDs and passwords onto the Workforce Application on Defendants'
15 computers, tablets or cash register systems. The Workforce app purports to record the exact clock
16 in/out time and meal period start/end time for Employees. In practice, Defendants' timekeeping
17 system is prone to malfunctioning. For example, the Workforce App would routinely fail and not
18 permit Employees to log their time. When this happened, at least once per week, Employees
19 would notify the managers and they would manually enter Employees' time on the app. However,
20 Management would record Employees' start time rounded to the nearest half hour or hour, failing
21 to record the exact start time for Employees.

22 16. Similar issues with Defendants' timekeeping practices arose for Plaintiffs while
23 working the closing shift. Management would lock the store's door at closing time. Thus,
24 Employees were not permitted to exit the store until a manager would unlock the doors. Upon
25 information and belief, Defendants require that after Employees clock out, they submit to a "bag-
26 check" to show they are not stealing any merchandise from the store. Accordingly, Employees
27 working closing shifts would clock out on the Workforce App, go to the break room to collect
28 their personal belongings, head toward the back door, and wait for the arrival of all Employees

1 and the manager. Employees would then open their bags for the manager to make a visual
2 inspection of their contents. The manager would then input a code on the store's alarm, unlock
3 the doors, and have Employees exit the store together as a group. This entire process could take
4 five minutes or more. Employees' post-clock-out work and this time under Defendants' control
5 went uncompensated by Defendants because that time would not be reflected in Defendants'
6 timekeeping system and Defendants systematically failed to compensate for exit screening time.

7 17. Defendants did this, upon information and belief, in connection with other
8 Employees in a concerted effort to limit and restrict regular and overtime incurred by Plaintiffs
9 and the other Class members and for their own loss prevention purposes. This was particularly
10 prevalent during the holiday season when Employees would work many overtime hours. Time
11 worked off the clock caused Plaintiffs and other Class members to work beyond eight hours. As
12 a result of the above-described rounding and other off the clock work, Defendants failed to pay
13 Plaintiffs and Class members overtime for several minutes at the end of work shifts which
14 Defendants did not record in timekeeping, including the time they were required to wait and
15 endure exit security screening by Defendants that should have been compensated at overtime
16 rates.

17 18. Moreover, Defendants paid Plaintiffs and the similarly situated Class members
18 bonuses during their pay periods when appropriate based on their attainment of various
19 production goals and considerations. These included "AP (Asset Protection) Award Bonuses" for
20 stopping theft of merchandise and "Instant Credit" bonuses for getting customers to open a credit
21 card account. Employees would also receive a shift differential for doing inventory work and
22 working holidays. On information and belief, if and when Defendants paid overtime premium
23 wages, they did so at a rate of 1.5 times Plaintiffs' regular rate of pay without including the
24 bonuses or shift differentials paid in the regular rate used to calculate and pay overtime. Upon
25 information and belief, to the extent Defendants paid any other bonuses or shift differentials or
26 other forms of remuneration for hours worked in a pay period, Defendants also failed to include
27 that in the regular rate of pay used to calculate and pay overtime wages.

28 19. Plaintiffs were therefore not paid for all their hours worked at the required

1 minimum, overtime and double time wage rates due to Defendants' policy and practice of
2 requiring them to work off the clock and without pay. With work shifts during the holiday season
3 generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiffs
4 and the Class members working past eight hours on a shift, which required that they be paid at the
5 correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid
6 Plaintiffs and the Class members by failing to pay them at the required overtime rates for all
7 hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at
8 the required double time rate. Upon information and belief, the Class members were bound by
9 similar scheduling and work policies which Defendants required them to follow and endured
10 similar violations at Defendants' hands as Plaintiffs.

11 20. Defendants have either failed to maintain timekeeping records for Plaintiffs that
12 would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants'
13 required and the actual hours Plaintiffs worked, or have otherwise declined to produce them to
14 Plaintiffs in response to a timely and lawful request. By failing to pay for all hours worked,
15 Defendants have committed knowing and intentional ongoing violations of the record keeping
16 requirements under the Labor Code §§ 226 and 1174.

17 21. As a result of the above-described unlawful requirements to work off the clock,
18 the failure to accurately record all hours worked and unlawful rounding, and the other wage
19 violations they endured at Defendants' hands, Plaintiffs and the Class members were not properly
20 paid all wages earned and all wages owed to them by Defendants, including when working more
21 than eight hours in any given day and/or more than forty hours in any given week. As a result of
22 Defendants' unlawful policies and practices, Plaintiffs and Class members incurred overtime
23 hours worked for which they were not adequately and completely compensated, in addition to the
24 hours they were required to work off the clock at their regular rates.

25 22. The failure to pay for all hours worked and underpayment of wages to Plaintiffs
26 and the Class members is and has been a direct consequence of Defendants' unlawful
27 compensation policies and practices, which upon information and belief applied uniformly to the
28 Class members working at Defendants' locations and facilities. As a result of the above-described

1 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
2 accurately record all hours worked and pay wages at the correct rates, the failure to compensate
3 employees for time under Defendants' control during exit security screenings, and the other wage
4 violations they endured at Defendants' hands, Plaintiffs and the Class members were not properly
5 paid all wages earned and all wages owed to them by Defendants, including when working more
6 than eight hours in any given day and/or more than forty hours in any given week.

7 23. Therefore, from at least four years prior to the filing of this lawsuit and continuing
8 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
9 hours worked and failing to pay minimum wages for all time worked, as required by California
10 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
11 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
12 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
13 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
14 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
15 paid Plaintiffs and the Class members bonuses and shift differentials and other forms of
16 remuneration above and beyond their hourly pay, upon information and belief Defendants
17 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
18 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

19 24. Defendants also failed to provide Plaintiffs and the Class members with their
20 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
21 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
22 provide lawful meal periods to Plaintiffs and the Class members, as required under the Labor
23 Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
24 authorize and permit Plaintiffs and the employee Class Members to take all required 10-minute
25 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

26 25. More specifically, Plaintiffs worked shifts that entitled them to at least one meal
27 period, but Defendants' managers required Plaintiffs and the Class members to prioritize attending
28 to customers over taking lawful meal periods. To whatever extent there was ever a schedule for

1 meal periods, it went by the wayside quickly as there always seemed to be a cashier or customer
2 that needed assistance. This led to systematically late meal periods if they were provided at all,
3 and on-duty meal periods that were incessantly interrupted by customer and management demands
4 and required job duties and tasks. The heavy workload and management expectations also
5 contributed to Employees working through meal periods or not taking them or taking them late so
6 work could be accomplished or they were otherwise required to remain under Defendants' control
7 during meal periods.

8 26. Defendants appear to recognize and accept their unlawful policies, as Plaintiffs'
9 wage statements evidence Defendants are in some instances paying meal period premium
10 payments under Labor Code § 226.7 to Plaintiffs. As addressed above, Defendants committed
11 similar and ongoing violations by failing to include all forms of remuneration, including shift
12 differentials and bonuses and premium payments to Plaintiffs and the Class members, in the
13 regular hourly rate at which they paid the premiums. Additionally, any meal premium paid would
14 also be retroactively deducted from future paychecks. When Plaintiff BAYARMAA G. SHANY
15 inquired about deducted meal premiums, she was told it was because she had "waived" the meal
16 period, despite Plaintiff not knowingly and voluntarily waiving her meal period at all.

17 27. Therefore, meal period violations systematically occurred throughout all of
18 Plaintiffs' work shifts where Defendants both failed to provide a lawful meal period and meal
19 premium payment. To the extent Defendants ever did pay Plaintiffs a meal period premium, they
20 failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to
21 pay the one-hour premium payment. Upon information and belief, the other Class members were
22 subjected to similar unlawful policies and practices and endured similar violations as Plaintiffs.

23 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
24 periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Class
25 members, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Class
26 members were required to perform work as ordered by Defendants or otherwise remain under
27 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
28 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.

1 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
2 in a manner that would impact when Employees were to receive meal periods and rest breaks,
3 thus leading to further violations.

4 29. As a result, Defendants' failure to provide Plaintiffs and the Class members with all
5 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
6 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
7 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
8 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
9 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
10 period premiums, they failed to include all forms of remuneration in the regular rate used to
11 calculate and pay it.

12 30. Therefore, for at least four years prior to the filing of this action and through to the
13 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise
14 not provided with the opportunity to take required meal breaks due to Defendants' policies and
15 practices. On the occasions when Plaintiffs and the Class members were provided with a meal
16 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
17 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
18 more of the following manners:

- 19 (a) Class members were not provided full thirty-minute duty free meal periods
20 for work days in excess of five hours and were not compensated one hour's
21 wages in lieu thereof, all in violation of, among others, Labor Code §§
22 226.7, 512, and the applicable Industrial Welfare Commission Wage
23 Order(s);
- 24 (b) Class members were not provided second full thirty-minute duty free meal
25 periods for work days in excess of ten hours;
- 26 (c) Class members were required to work through at least part of their daily
27 meal period(s);
- 28 (d) Meal periods were provided after five hours of continuous work during a

1 shift; and

2 (e) Class members were restricted in their ability to take a full thirty-minute
3 meal period and were not permitted to leave their work premises during
4 meal periods and were otherwise required to remain under Defendants'
5 control during meal periods.

6 31. Defendants also failed to authorize and permit Plaintiffs and the Class members to
7 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
8 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiffs and
9 the Class members were unable to take as with meal periods. Defendants made no efforts or
10 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks
11 for every four hours of work.

12 32. Given the constant and ongoing job and customer demands they faced and
13 Defendants' failure to adequately staff its facilities to permit employees to take breaks, Plaintiffs
14 were compelled to remain at the store performing job related duties and remaining under
15 Defendants' control during times when they were supposed to be enjoying a duty-free rest break.
16 Plaintiffs were also compelled to monitor walkie talkies during breaks and respond to customer
17 and management demands, thus evidencing further control exerted by Defendants over Plaintiffs
18 and the Class members during breaks. By uniformly requiring Plaintiffs and the other similarly
19 situated co-workers to remain under Defendants' control and on premises during rest breaks,
20 Defendants committed systematic and ongoing rest break violations. To the extent Defendants
21 paid any rest break premium payments under Labor Code § 226.7 to Plaintiffs or Class members
22 these payments failed to include all forms of remuneration, including shift differentials and
23 bonuses and premium payments to Plaintiffs, in the regular hourly rate at which they paid the rest
24 break premiums.

25 33. Defendants' management did not emphasize the requirement to provide at least
26 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
27 and when Plaintiffs were permitted to take a ten-minute rest break on a shift, they were not
28 permitted to take a second one or a third one or any breaks were untimely or impermissibly

1 shortened. Further violations occurred as Plaintiffs and the Class members were required to
2 remain under Defendants' control by not being able to leave the premises and by Defendants'
3 requirement that they remain ready to respond to work requirements and job demands.

4 34. Therefore, Defendants failed to authorize and permit Class members to take all
5 their required rest breaks. Plaintiffs and the other similarly situated Class members were either
6 not authorized permitted the opportunity to take a rest break, or were required to remain under
7 Defendants' control and respond to instructions and job demands. Defendants also failed to
8 authorize and permit Employees to leave the property premises during rest breaks, or else
9 prevented them from doing so, thus further evidencing Defendants' policy and practice of
10 requiring Plaintiffs and the Class members to remain under their control during required off-duty
11 rest breaks.

12 35. Defendants' policies and practices thus systematically deny and denied Plaintiffs
13 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
14 periods. The California Supreme Court has instructed that the rest period requirement obligates
15 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
16 periods employers must relieve employees of all duties and relinquish control over how
17 employees spend their time. Plaintiffs and the Class members were and are under Defendants'
18 control when they are working through rest breaks, and Defendants failed to schedule or account
19 for required first, second, and third rest breaks during the shifts Plaintiffs and the Class members
20 generally worked.

21 36. Plaintiffs and the Employees in the Class were not authorized and permitted to
22 take lawful rest periods, were systematically required by Defendants to work through or during
23 breaks, and were not provided with one hour's wages in lieu thereof. They were required to
24 remain on duty during breaks or portions of their breaks, thus making them either untimely or
25 shortened and on-duty, and they were also prevented from leaving the premises during rest breaks
26 under Defendants' policies and practices. Rest period violations therefore arose in one or more of
27 the following manners:

28 (a) Class members were required to work without being provided a minimum

1 ten minute rest period for every four hours or major fraction thereof worked
2 and were not compensated one hour of pay at their regular rate of
3 compensation for each workday that a rest period was not provided, and to
4 the extent Defendants paid any premiums, they failed to include all forms of
5 remuneration in the regular rate used to calculate and pay them.

6 (b) Class members were not authorized and permitted to take timely rest periods
7 for every four hours worked, or major fraction thereof; and

8 (c) Class members were required to remain on duty and under Defendants'
9 control during rest periods or otherwise had their rest periods interrupted by
10 work demands.

11 37. From at least four years prior to the filing of this lawsuit and continuing to the
12 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
13 deducting the Employees' earned wages, including by requiring off the clock work during breaks
14 and before and after work shifts and by miscalculating the regular rate and accordingly
15 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
16 for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully
17 deducted wages earned by and owed to Plaintiffs and the Class members, in violation of Labor
18 Code § 221.

19 38. Defendants also violated California Labor Code § 246 by not providing all
20 required paid sick days to Plaintiffs and the similarly aggrieved Employees. Labor Code § 246
21 provides that an Employee who "works in California for the same employer for 30 or more days
22 within a year from the commencement of employment is entitled to paid sick days as specified in
23 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
24 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
25 failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required
26 and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246.
27 Additionally and upon information and belief, Defendants have failed to provide COVID-19
28 supplemental sick leave to the Class members during the relevant time period, including by

1 failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct
2 rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as
3 these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days
4 were unlawfully withheld, the dollar amount of paid sick days withheld from the employee
5 multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to
6 exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the
7 administrative penalty.” Plaintiffs accordingly seek this relief available for Defendants’ failure to
8 provide Employees with all their required and earned sick days and all their COVID-19
9 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and
10 statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558,
11 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to
12 Labor Code § 2699(g)(1).

13 39. Upon information and belief, Defendants also failed to provide Employees such as
14 Plaintiffs at the time of their employment and thereafter with written notice complying with all
15 the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an
16 employer shall provide to each employee a written notice, in the language the employer normally
17 uses to communicate employment-related information to the employee, containing” specifically
18 required information. Upon information and belief, Defendants failed to provide this information
19 to the Class Members as required under Labor Code § 2810.5. Defendants were required to
20 provide Plaintiffs and the Class members certain specific information upon hiring pursuant to
21 California Labor Code § 2810.5. Defendants failed to provide Plaintiffs with any such
22 information when they were hired, or have failed to produce it, and upon information and belief,
23 Defendants committed similar violations in connection with similarly situated Class members.

24 40. As a result of these illegal policies and practices, Defendants also engaged in and
25 enforced the following additional unlawful practices and policies against Plaintiffs and the Class
26 members they seek to represent:

- 27 (d) failing to pay all wages owed to Class members who either were discharged,
28 laid off, or resigned in accordance with the requirements of Labor Code §§

201, 202, 203;

- (e) failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;
- (f) failing to pay Class members all wages owed, including all meal and rest period premium wages, and failing to pay them at the regular rate of compensation;
- (g) failing to maintain accurate records of Class members' hours worked and earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- (h) failing to produce timekeeping records in response to Plaintiffs' timely and lawful request to receive them under these authorities.

41. Defendants have also consistently failed to provide Class members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the Class, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiffs and the Class members, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

1 42. Defendants also provided Plaintiffs and the Class members with wage statements
2 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
3 For the same reasons as explained above, Plaintiffs and the Class members were provided with
4 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
5 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
6 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
7 Defendants followed this unlawful policy and practice even though both Plaintiffs and Defendants
8 were aware that Plaintiffs and the Class members worked more total hours than were reflected on
9 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
10 Plaintiffs and the Employees in the Class were unable to discern from their wage statements alone
11 the actual hours they worked in total during a pay period and the rates they were paid for those
12 hours worked.

13 43. Defendants have thus also failed to comply with Labor Code § 226(a) by
14 inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Class
15 members, along with the appropriate applicable rates, among others requirements. Plaintiffs and
16 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
17 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
18 applicable California IWC Wage Orders by failing to maintain time records showing when the
19 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
20 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
21 payment of wages and accurately reporting total hours worked.

22 44. Defendants also required Plaintiffs and the Class members to work hours off the
23 clock for which they were not compensated. They were required to endure off the clock work
24 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
25 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
26 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
27 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
28 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to

1 Plaintiffs and other similarly situated Employees at the time of their termination or within seventy-
2 two hours of their resignation, as required by California wage-and-hour laws.

3 45. Plaintiff BAYARMAA G. SHANY has requested records from Defendants and
4 they have failed to constructively respond or to fully respond. Therefore, Plaintiff also asserts that
5 Defendants have had a consistent policy of denying Plaintiff and Class members the right to
6 inspect and receive all of their payroll records, timecards, and personnel records.

7 46. Additionally, from at least four years prior to the filing of this lawsuit and
8 continuing to the present, Defendants have regularly required Plaintiffs and the Class members to
9 incur necessary business expenses in the course of performing their required job duties without
10 reimbursement. These included the cell phone-related expenses Plaintiffs incurred in responding to
11 calls from management, and customers. Plaintiffs and the Class members must be reimbursed for
12 these necessary business expenses under Labor Code § 2802, and Defendants systematically failed
13 to do so.

14 47. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
15 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
16 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
17 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5 and California Code of Regulations, Title 8,
18 section 11000 *et seq.*

19 48. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
20 Plaintiffs and the Class members seek injunctive relief, restitution, and disgorgement of all
21 benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,
22 unlawful, or fraudulent practices alleged in this Complaint.

23 **CLASS ALLEGATIONS**

24 49. Plaintiffs brings this class action on behalf of themselves and all others similarly
25 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a Class (or “the
26 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any
27 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
28 determined by the Court (“the Class Period”), and who have been employed as non-exempt,

hourly employees within the State of California.” This includes all hourly associates and loss prevention workers and those in similar and related positions. Further, Plaintiffs seek to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants’ policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants’ policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All

1 Class members who, within the applicable limitations period, were denied the right to inspect and
2 receive all of their payroll records, timecards, and personnel records.

3 j. Subclass 10. Payroll Records Subclass. All Class members who were subject to
4 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
5 by California wage-and-hour laws.

6 i. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred
7 necessary and reasonable expenses in connection with performing their job duties for Defendants
8 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

9 j. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
10 result of Defendants' business acts and practices, to the extent such acts and practices are found to
11 be unlawful, deceptive, and/or unfair.

12 50. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
13 modify the class description with greater particularity or to provide further division into subclasses
14 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
15 against Defendants, the Class Period should be adjusted accordingly.

16 51. Defendants, as a matter of company policy, practice and procedure, and in violation
17 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
18 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
19 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
20 worked by Plaintiffs and the other members of the Class, even though Defendants enjoyed the
21 benefit of this work, required Employees to perform this work and permitted or suffered to permit
22 this work. Defendants have uniformly denied these Class members wages to which these
23 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
24 order to unfairly cheat the competition and unlawfully profit.

25 52. This action has been brought and may properly be maintained as a class action
26 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
27 of interest in this litigation and the proposed Class is easily ascertainable from the employment
28 records for Plaintiffs and the Class members that Defendants are required to maintain under

1 California law.

2 **A. Numerosity**

3 53. The potential members of the Class as defined are so numerous that joinder of all
4 the Class members is impracticable. While the precise number of Class member has not been
5 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
6 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
7 Class definition within the State of California. Plaintiffs allege that Defendants' employment
8 records will provide information as to the number and location of all Class members.

9 **B. Commonality**

10 54. There are questions of law and fact common to the Class that predominate over any
11 questions affecting only individual Class members. The common questions are numerous and
12 substantial and flow from Defendants' uniform policies and/or practices of violating the California
13 Labor Code addressed above. As such, these common questions predominate over individual
14 questions concerning each individual Class Member's showing as to his or her eligibility for
15 recovery or as to the amount of damages. These common questions of law and fact include:

- 16 a. Whether Defendants failed to pay Employees minimum wages;
- 17 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 18 c. Whether Defendants failed to pay Employees overtime as required under Labor
19 Code § 510;
- 20 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
21 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
22 premium pay in lieu thereof;
- 23 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
24 Orders, by failing to authorize and permit Employees to take requisite rest breaks
25 or provide premium pay in lieu thereof;
- 26 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
27 inaccurate wage statements and wage statements that omitted many of the Section
28 226(a) requirements.

- 1 g. Whether Defendants violated Labor Code § 221;
- 2 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 3 wages and compensation due and owing at the time of termination of employment;
- 4 i. Whether Defendants' conduct was willful;
- 5 j. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the
- 6 IWC Wage Orders by failing to maintain accurate records of Class members'
- 7 earned wages and work periods;
- 8 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
- 9 Employees during the relevant time period for all hours worked, whether regular or
- 10 overtime;
- 11 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
- 12 wages earned at least twice monthly;
- 13 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
- 14 business expenses incurred by Employees;
- 15 n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
- 16 providing employees with all required sick days and COVID-19 supplemental sick
- 17 leave;
- 18 o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 19 p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 20 q. Whether Employees are entitled to equitable relief pursuant to Business and
- 21 Professions Code § 17200 *et seq.*

22 **C. Typicality**

23 55. The claims of the named Plaintiffs are typical of those of the other Employees. The

24 Employee Class members all sustained injuries and damages arising out of and caused by

25 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as

26 well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims for

27 the off the clock work and meal and rest violations they were required to endure are typical of

28 those of the other Class members.

1 **D. Adequacy of Representation**

2 56. Plaintiffs will fairly and adequately represent and protect the interest of the
3 Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are
4 experienced and competent in litigating employment class actions.

5 **E. Superiority of Class Action**

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

11 58. As to the issues raised in this case, a class action is superior to all other methods for
12 the fair and efficient adjudication of this controversy, as joinder of all Class members is
13 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
14 members. Further, as the economic or other loss suffered by vast numbers of Class members may
15 be relatively small, the expense and burden of individual actions makes it difficult for the Class
16 members to individually redress the wrongs they have suffered. Moreover, in the event
17 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
18 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
19 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
20 to vindicate their rights for violations they endured which they would otherwise be foreclosed
21 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

22 59. Class action treatment will allow those persons similarly situated to litigate their
23 claims in the manner that is most efficient and economical for the parties and the judicial system.
24 Plaintiffs are unaware of any difficulties in managing this case that should preclude class
25 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class members
26 that would set forth the subject and nature of the instant action. The Defendants' own business
27 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
28 To the extent that any further notice is required additional media and/or mailings can be used.

60. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

61. Plaintiffs and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiffs' and the Class members' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiffs and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

63. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and customers and by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time

1 period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and the Class
2 members, including by requiring systematic off the clock work. To the extent any local wage
3 ordinances were also applicable to paying the employees an hourly rate above the minimum
4 wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform
5 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
6 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
7 compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

8 64. In California, employees must be paid at least the applicable state minimum wage
9 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
10 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
11 California Labor Code § 204, other applicable laws and regulations, and public policy, an
12 employer must timely pay its employees for all hours worked. Defendants failed to do so.

13 65. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
14 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
15 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
16 applicable minimum wage rate fixed by the commission for work during the relevant period is
17 found in the Wage Orders.

18 66. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
20 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to recover in a civil action the
22 unpaid balance of the full amount of this minimum wage or overtime compensation, including
23 interest thereon, reasonable attorney's fees and costs of suit."

24 67. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
28 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in

1 the absence of a contractually agreed upon one.

2 68. In committing these violations of the California Labor Code, Defendants
3 inaccurately recorded, or required Plaintiffs and the Class members to input times that did not
4 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
5 time worked by Plaintiffs and other members of the Class, including by requiring off the clock
6 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
7 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
8 Welfare Commission requirements and other applicable laws and regulations. As a result of these
9 violations, Defendants also failed to timely pay all wages earned in accordance with California
10 Labor Code § 1194.

11 69. California Labor Code § 1194.2 also provides for the following remedies: “In any
12 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
13 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
14 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

15 70. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
16 1197.1, Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial
17 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
18 pay each employee minimum wages.

19 71. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class members are
20 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
21 interest thereon.

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

25 73. Plaintiffs and the Class members are entitled to recover the unpaid minimum wages
26 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
27 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
28 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other

1 members of the Class further request recovery of all unpaid wages, according to proof, interest,
2 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
3 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
4 wage compensation is determined to be owed to the Class members who have terminated their
5 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
6 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
7 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
8 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
9 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
10 alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Class
11 members are entitled to seek and recover statutory costs.

12 **SECOND CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

17 75. California Labor Code § 1194 provides that "any employee receiving less than the
18 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
19 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
20 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
21 may be maintained directly against the employer in an employee's name without first filing a
22 claim with the Division of Labor Standards and Enforcement.

23 76. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
24 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
25 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
26 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
27 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
28 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)

1 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
2 work in a workweek.

3 77. Defendants had a consistent policy of not paying Employees wages for all hours
4 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
5 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
6 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
7 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
8 clock work, as detailed above.

9 78. Defendants thus had a consistent policy of not paying Employees wages for all
10 hours worked, including hours at their required regular, overtime, and double-time rates.
11 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
12 and/or modified certain employees' hours, including Plaintiffs', or required Plaintiffs and the
13 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiffs
14 and the Class members all earned and owed straight time and overtime wages and other benefits,
15 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage
16 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
17 have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt
18 employees to work through meal periods or remain under Defendants' control when they were
19 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
20 respond to demands from customers and managers.

21 79. Therefore, Employees were not properly compensated, nor were they paid overtime
22 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
23 Based on information and belief, Defendants did not make available to Employees a reasonable
24 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
25 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
26 Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated
27 Class members to work through meal periods when they were required to be clocked out or to
28 otherwise work off the clock to complete their daily job duties.

1 80. Defendants' failure to pay Plaintiffs and the Class members the unpaid balance of
2 regular wages owed and overtime compensation for all hours worked, as required by California
3 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
4 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
5 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

6 81. Additionally, Labor Code § 558(a) provides "any employer or other person acting
7 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
8 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
9 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
10 pay period for which the employee was underpaid in addition to an amount sufficient to recover
11 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
12 underpaid employee for each pay period for which the employee was underpaid in addition to an
13 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
14 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
15 this section are in addition to any other civil or criminal penalty provided by law." Defendants
16 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
17 Wage Orders. Accordingly, Plaintiffs and the Class members seek the remedies set forth in Labor
18 Code § 558.

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

25 83. Employees have been damaged by these violations of California Labor Code §§
26 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
27 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
28 than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions

1 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
2 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
3 any order or ruling of the commission.”

4 84. Consequently, pursuant to the California Labor Code, including Labor Code §§
5 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
6 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
7 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
8 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
9 against Defendants, and each of them, and any additional sums as provided by the Labor Code
10 and/or other statutes.

11 **THIRD CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 86. Employees regularly worked shifts greater than five (5) hours and in some
17 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
18 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
19 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
20 for a shift of more than ten (10) hours without providing him or her with a second meal period of
21 not less than thirty (30) minutes.

22 87. Defendants failed to provide Employees with meal periods as required under the
23 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
24 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
25 provided them after Employees worked beyond the fifth hour of their shifts or Employees
26 otherwise had them shortened and interrupted by work demands and requirements to perform off
27 the clock work and remain under Defendants’ control. Furthermore, upon information and belief,
28 on the occasions when Employees worked more than ten hours in a given shift, they did so

1 without receiving a second uninterrupted thirty-minute meal period as required by law.

2 88. Defendants thus failed to provide Plaintiffs and the Class members with meal
3 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
4 including by not providing them with the opportunity to take meal breaks, by providing them late
5 or for less than thirty minutes, or by requiring them to perform work during breaks.

6 89. Moreover, Defendants failed to compensate Employees for each meal period not
7 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
8 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
9 employee a meal period in accordance with this section, the employer shall pay the employee one
10 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
11 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
12 period premiums, they upon information and belief underpaid them by miscalculating the regular
13 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
14 compensate the Employees in the Class for each meal period not provided or inadequately
15 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
16 Wage Order.

17 90. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
18 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
19 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
20 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
21 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
22 other statutes and applicable IWC Wage Order paragraphs.

23 **FOURTH CAUSE OF ACTION**

24 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

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

28 92. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders

1 provide that employers must authorize and permit all employees to take rest periods at the rate of
2 ten minutes net rest time per four (4) work hours.

3 93. Employees consistently worked consecutive four hour shifts and were generally
4 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
5 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
6 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
7 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
8 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
9 to authorize and permit Plaintiffs and the Class members to take lawful rest breaks. Employees
10 were often required to work or to otherwise remain under Defendants' control during rest periods,
11 including by responding to work requirements, and had breaks provided untimely as a result of the
12 above described off the clock work.

13 94. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
14 Orders provide that if an employer fails to provide an employee rest period in accordance with this
15 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest period is not provided. Defendants failed to do so.

17 95. Defendants, and each of them, have therefore intentionally and improperly denied
18 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and
19 paragraph 12 of the applicable IWC Wage Orders.

20 96. Defendants failed to authorize and permit Plaintiffs and the Class members to take
21 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
22 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
23 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
24 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
25 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
26 compensation by not including all forms of remuneration in it. Defendants thus failed to
27 compensate the Employees in the Class for each rest period not provided or inadequately
28 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC

1 Wage Order.

2 97. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
3 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
4 of wages at their effective hourly rates of pay for each day worked without the required rest
5 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
6 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

7 **FIFTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 226(a)**
9 **(Against All Defendants)**

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

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

19 100. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
20 members with accurate itemized wage statements in writing, as required by the Labor Code and
21 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
22 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
23 including for all overtime and double time hours worked and for deficient meal periods and rest
24 breaks, all of which Defendants knew or reasonably should have known were owed to the
25 Employees, as alleged above.

26 101. Throughout the liability period, Defendants intentionally failed to furnish to
27 Plaintiffs and the Class members, upon each payment of wages, itemized statements accurately
28 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-

1 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
2 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
3 the employee and only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and address of the legal
5 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
7 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
8 requirements. Defendants knowingly and intentionally failed to provide Plaintiffs and the Class
9 members with such timely and accurate wage and hour statements.

10 102. Plaintiffs and the Class members suffered injury as a result of Defendants'
11 knowing and intentional failure to provide them with the wage and hour statements as required by
12 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
13 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
14 accurate and complete information as required by any one or more of items Labor Code § 226
15 (a)(1) to (9), inclusive, and the Plaintiffs and Class members cannot promptly and easily
16 determine from the wage statement alone one or more of the following: (i) The amount of the
17 gross wages or net wages paid to the employee during the pay period or any of the other
18 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
19 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
20 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
21 address of the employer and, (iv) The name of the employee and only the last four digits of his or
22 her social security number or an employee identification number other than a social security
23 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a
24 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
25 without reference to other documents or information.

26 103. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
27 are required "to pay each employee, on the established payday for the period involved, not less
28 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor

1 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
2 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
3 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
4 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
5 IWC Wage Orders.

6 104. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
7 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
8 Class suffered injuries, including among other things confusion over whether they received all
9 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
10 them to make mathematical computations to analyze whether the wages paid in fact compensated
11 them correctly for all hours worked.

12 105. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
13 IWC Wage Order, Plaintiffs and the Employee Class members are entitled to recover the greater
14 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
15 and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
16 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
17 an award of costs and reasonable attorneys’ fees.

18 **SIXTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 221**
20 **(Against All Defendants)**

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

23 107. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
24 receive from an employee any part of wages theretofore paid by said employer to said employee.”
25 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
26 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
27 to do so.

28 108. Defendants unlawfully received and/or collected wages from the Employees in the

1 Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of
2 pay at the regular rate of compensation for every meal and rest period violation endured by
3 Plaintiffs and the other Class members, as alleged above. By not compensating Employees for all
4 hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned
5 in violation of Labor Code § 221.

6 109. As a direct and proximate cause of the unauthorized deductions, Employees have
7 been damaged, in an amount to be determined at trial.

8 **SEVENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 204**
10 **(Against All Defendants)**

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

13 111. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
14 employment are due and payable twice during each calendar month, on days designated in
15 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
16 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
17 during which the labor was performed, and labor performed between the 16th and the last day,
18 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
19 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
20 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
21 calendar days following the close of the payroll period.” As detailed above, Defendants
22 maintained a consistently applied policy and practice of not paying all wages earned between the
23 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
24 between the 16th and the last day of the month between the 1st and 10th day of the following month.
25 Defendants similarly failed to pay all wages earned by not more than seven calendar days
26 following the close of the payroll period.

27 112. All wages due and owing to Plaintiffs and the Class members, including as required
28 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages

1 required by Labor Code § 1194 and other sections became due and payable to each employee in
2 each pay period that he or she was not provided with a meal period or rest period or paid straight
3 or overtime wages to which he or she was entitled.

4 113. Defendants violated Labor Code § 204 by systematically refusing to timely pay
5 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
6 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
7 payday for the period involved, not less than the applicable minimum wage for all hours worked in
8 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
9 hours than those fixed by the order or under conditions of labor prohibited by the order is
10 unlawful.” Plaintiffs and the Class members may therefore pursue damages and penalties for
11 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
12 penalties under paragraph 20 of the applicable IWC Wage Orders.

13 114. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
14 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
15 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
16 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
17 applicable IWC Wage Orders.

18 **EIGHTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 203**
20 **(Against All Defendants)**

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

23 116. Plaintiffs and numerous Class members are no longer employed by Defendants;
24 they either quit Defendants’ employ or were fired therefrom.

25 117. Defendants failed to pay these Employees all wages due and certain at the time of
26 termination or within seventy-two hours of resignation.

27 118. The wages withheld from these Employees by Defendants remained due and owing
28 for more than thirty days from the date of separation from employment.

1 119. Defendants thus failed to pay Plaintiffs and the Class members without abatement,
2 all wages as defined by applicable California law. Among other things, these Employees were not
3 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
4 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
5 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
6 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
7 required time was willful within the meaning of Labor Code § 203.

8 120. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
9 are required "to pay each employee, on the established payday for the period involved, not less
10 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
11 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
12 or under conditions of labor prohibited by the order is unlawful." Plaintiffs and the Class members
13 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
14 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
15 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
16 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
17 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
18 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
19 "violates...any provision of this chapter or any order or ruling of the commission."

20 121. Defendants' failure to pay wages, as alleged, entitles Plaintiffs and these former
21 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
22 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
23 shall continue until paid for up to thirty (30) days from the date they were due.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

26 **(Against All Defendants)**

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

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

5 124. During the course of Plaintiffs' and Employees' employment, Defendants
6 consistently failed to maintain accurate time and wage records for Plaintiff' and Class Members as
7 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
8 premium pay as discussed above and failing to document and pay for actual hours worked.

9 125. Defendants are also required by the California Labor Code § 1198 and the
10 applicable Wage Order to maintain a tracking system that accurately records the times during
11 which Employees work.

12 126. Defendants have maintained a common unlawful policy and practice of failing to
13 accurately record all hours worked and all meal period start and end times.

14 127. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
15 knew wages to be due but failed to pay them.

16 128. Accordingly, Defendants are liable for civil penalties pursuant to the California
17 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

18 **TENTH CAUSE OF ACTION**

19 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

20 **(Against All Defendants)**

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

23 130. Pursuant to California Labor Code § 226, current and former employees have the
24 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
25 request to their employer. Under this statute, an employer that receives a request to inspect or
26 receive a copy of records pertaining to a current or former employee must comply with the request
27 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

28 131. Pursuant to California Labor Code § 1198.5(a), every current and former employee,

1 or his or her representative, has the right to inspect and receive a copy of the personnel records
2 that the employer maintains relating to the employee's performance or to any grievance concerning
3 the employee. Under this statute, upon written request from a current or former employee or his or
4 her representative, an employer must make the contents of those personnel records available for
5 inspection or provide a copy of the personnel records to the current or former employee, or his or
6 her representative, not later than thirty calendar days from the date the employer receives the
7 written request, subject to some limited exceptions. Failure to comply with these requests allows
8 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
9 226(f).

10 132. Plaintiff BAYARMAA G. SHANY sent written requests through her counsel to
11 Defendants for their payroll records, timecards, and personnel records. However, Plaintiff has not
12 received all of her requested records as of the date of this Complaint.

13 133. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
14 produce the required records requested by Plaintiff.

15 134. On information and belief, Defendants' failure to provide Plaintiff BAYARMAA
16 G. SHANY with all of her requested employment records is not an isolated incident, but was
17 instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

18 135. Pursuant to California Labor Code § 1198.5, Plaintiffs and Employees are entitled
19 to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

20 136. Pursuant to California Labor Code § 226(f), Plaintiffs are entitled to a penalty of
21 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
22 Class members similarly situated are similarly entitled.

23 **ELEVENTH CAUSE OF ACTION**
24 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**
25 **(Against All Defendants)**

26 137. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 138. Plaintiffs are informed and believe and based thereon allege that throughout the

1 period applicable, Defendants required Plaintiffs and the Class members to pay for necessary work
2 related expenses they incurred. Defendants required Plaintiffs and the Class members to use their
3 cellular phones to conduct work-related business. Plaintiffs and the Class members must be
4 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
5 systematically failed to do so.

6 139. Defendants thus followed a uniform policy and practice of failing to reimburse
7 Employees for these necessary work related expenses or losses incurred in direct discharge of their
8 job duties during employment with Defendants and at the direction of the Defendants pursuant to
9 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

10 140. Defendants' knowing and willful failure to reimburse lawful necessary work related
11 expenses and losses to Plaintiffs and the Class members resulted in damages because, among other
12 things, Defendants did not inform employees of their right to be reimbursed for those work related
13 expenses. As Defendants failed to inform and misled Plaintiffs and the Class members with regard
14 to their rights, Plaintiffs and the Class members were led to believe that incurring those lawful and
15 necessary expenses was an expected and essential function of their employment with Defendants
16 and that failure to incur those expenses would have adverse consequences on their employment.

17 141. Therefore, Plaintiffs and the Class members are entitled to reimbursement for any
18 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
19 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
20 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
21 from the date Plaintiffs and the Class members incurred those expenses. Further, Plaintiffs and the
22 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

23 **TWELFTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

25 **(Against All Defendants)**

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

28 143. Plaintiffs, on behalf of themselves, the Employees in the Class, and the general

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

5 144. Plaintiffs are a “person” within the meaning of Business & Professions Code
6 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
7 injunctive relief, restitution, and other appropriate equitable relief.

8 145. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
9 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
10 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
11 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
12 Class members for all hours worked, due to systematic business practices as alleged herein that
13 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
14 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
15 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
16 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

17 146. Wage-and-hour laws express fundamental public policies. Paying employees their
18 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
19 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
20 vigorously to enforce minimum labor standards, to ensure that employees are not required or
21 permitted to work under substandard and unlawful conditions, and to protect law-abiding
22 employers and their employees from competitors who lower costs to themselves by failing to
23 comply with minimum labor standards.

24 147. Defendants have violated statutes and public policies. Through the conduct alleged
25 in this Complaint Defendants have acted contrary to these public policies, have violated specific
26 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
27 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
28 Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and

1 privileges guaranteed to all employees under the law.

2 148. Defendants' conduct, as alleged above, constitutes unfair competition in violation
3 of the Business & Professions Code § 17200 *et seq.*

4 149. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
5 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
6 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
7 violates the Business & Professions Code § 17200 *et seq.*

8 150. By the conduct alleged herein, Defendants have engaged and continue to engage in
9 a business practice which violates California and federal law, including but not limited to, the
10 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
11 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
12 Court should issue declaratory and other equitable relief pursuant to California Business &
13 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
14 constitute unfair competition, including restitution of wages wrongfully withheld.

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

17 152. Unless restrained by this Court Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
19 should make such orders or judgments, including the appointment of a receiver, as may be
20 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
21 deceptive practice prohibited by the Business & Professions Code, including but not limited to
22 the disgorgement of such profits as may be necessary to restore Employees to the money
23 Defendants have unlawfully failed to pay.

24 **THIRTEENTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

26 **(Against All Defendants)**

27 153. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

1 154. Plaintiffs and the Employees in the Class are also aggrieved employees as defined
2 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
3 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
4 period.

5 155. In failing to pay Aggrieved Employees minimum wages and overtime, not
6 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
7 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
8 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
9 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
10 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
11 paragraph 7 of the applicable IWC Wage Orders.

12 156. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
13 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
14 including the penalty provisions, without limitation, based, inter alia, on the following California
15 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,
16 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and
17 2698 *et seq.*,

18 157. More specifically, after complying with the notice procedures of Labor Code §
19 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General
20 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
21 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
22 including as follows:

23 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees
24 all earned regular pay and minimum wages for regular hours worked and for failure to pay
25 overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and
26 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
27 all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,
28 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to

1 Labor Code § 2699(g)(1);

2 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved
3 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
4 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
5 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
6 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
7 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
8 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
9 pursuant to Labor Code § 2699(g)(1);

10 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
11 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to
12 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
13 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
14 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
15 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
16 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
17 providing inaccurate wage statements and failing to maintain records as required under Labor
18 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
19 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
20 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
21 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
22 citation, ...";

23 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
24 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
25 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
26 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
27 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

28 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For

Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

158. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also seek the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a

1 citation. The procedures for issuing, contesting, and enforcing judgments for
2 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

3 (c) The civil penalties provided for in this section are in addition to any other
4 civil or criminal penalty provided by law.

5 159. Plaintiffs have exhausted their administrative remedies by submitting a certified
6 letter to the LWDA and Defendants on October 24, 2023 (LWDA-CM-989646-23) and submitting
7 an amended notice on December 21, 2023, addressing in detail the specific provisions of the Labor
8 Code Defendants have violated and addressing the facts and legal theories to support the alleged
9 violations and requested penalties. The LWDA has not provided notice of its intent to investigate
10 the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiffs add
11 this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA
Notice letter and the original Complaint.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiffs pray for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. For compensatory damages in the amount of the unpaid minimum wages for work
16 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
17 the filing of this action, as may be proven;
- 18 3. For liquidated damages in the amount equal to the unpaid minimum wage and
19 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 20 4. For compensatory damages in the amount of all unpaid wages, including overtime
21 and double-time pay, as may be proven;
- 22 5. For compensatory damages in the amount of the hourly wage made by Employees
23 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
24 years prior to the filing of this action, as may be proven;
- 25 6. For compensatory damages in the amount of the hourly wage made by Employees
26 for each day requisite rest breaks were not provided or were deficiently provided where no
27 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
28 be proven;

7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
16. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
17. For penalties under Labor Code § 558, as may be proven;
18. For other wages and penalties under the Labor Code as may be proven;
19. For all general, special, and incidental damages as may be proven;
20. For an award of pre-judgment and post-judgment interest;
21. For an award providing for the payment of the costs of this suit;
22. For an award of attorneys' fees; and
23. For such other and further relief as this Court may deem proper and just.

DATED: December 21, 2023

D.LAW, INC.

By

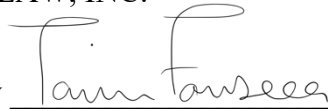

Emil Davtyan
David Yermian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiffs
Bayarmaa G. Shany, Bryan Gonzalez Pineda
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: December 21, 2023

D.LAW, INC.

By 

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff
Bayarmaa G. Shany, Bryan Gonzalez Pineda
and the putative class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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 880 E Broadway, Glendale, CA 91205

On December 21, 2023, I served the foregoing: **FIRST AMENDED COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Saks & Company, LLC.

CSC – Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Dr.,
Sacramento, CA 95833

Saks Fifth Avenue, LLC.

Corporation Service Company, Agent for Service of Process
84 State Street, 6th Floor
Boston, MA 02109

Saks Off 5th

21500 Victory Blvd.,
Woodland Hills, CA 91367

Hudson's Bay Company

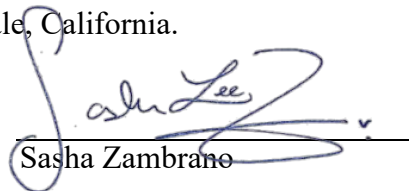
Gerald L. Storch, Agent for Service of Process
225 Liberty St.,
New York, NY 10281

☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY ELECTRONIC SERVICE)** I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 21, 2023, at Glendale, California.


Sasha Zambrano