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

THORA MAGNEY and ESHA HICKSON,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

LEVI STRAUSS & CO., a Delaware
corporation; LEVI'S ONLY STORES, INC., a
Delaware corporation; I AM BEYOND, LLC;
and DOES 1 through 10, inclusive,

Defendants.

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Case No. 24STCV02320

**CONSOLIDATED CLASS & PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
10. Failure to Pay Vacation Wages;
11. Failure to Comply with Labor Code § 245 *et seq.* and 246; and
12. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

DEMAND FOR JURY TRIAL

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1 Plaintiffs Thora Magney and Esha Lakita Hickson (“Plaintiffs”), on information and belief,
2 allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants Levi Strauss & Co., Levi’s Only
5 Stores, Inc., I Am Beyond, LLC, and DOES 1 through 10 (hereinafter collectively referred to as
6 “Defendants”) for California Labor Code violations and unfair business practices stemming from
7 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
8 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
9 final wages, failure to furnish accurate wage statements, failure to indemnify employees for
10 expenditures, failure to produce requested employment records, and failure to pay sick time and
11 vacation wages.

12 2. Plaintiffs bring the First through Eleventh Causes of Action individually and as a
13 class action on behalf of Plaintiffs and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Twelfth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present non-exempt employees employed by
21 Defendants in the State of California during the statute of limitations period for their PAGA claim
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

28 ///

- 1 5. Despite these requirements, throughout the statutory period, Defendants have, at
2 times:
- 3 (a) Failed to pay employees, or some of them, for all hours worked, including
4 all minimum, straight time, and overtime wages in compliance with the
5 California Labor Code and IWC Wage Orders;
- 6 (b) Failed to provide employees, or some of them, with timely and duty-free
7 meal periods in compliance with the California Labor Code and IWC Wage
8 Orders, failed to maintain accurate records of all meal periods taken or
9 missed, and failed to pay an additional hour's pay for each workday a meal
10 period violation occurred;
- 11 (c) Failed to authorize and permit employees, or some of them, to take timely
12 and duty-free rest periods in compliance with the California Labor Code and
13 IWC Wage Orders, and failed to pay an additional hour's pay for each
14 workday a rest period violation occurred;
- 15 (d) Willfully failed to pay employees, or some of them, all minimum wage,
16 straight time wages, overtime wages, meal period premium wages, and rest
17 period premium wages due within the time period specified by California
18 law when employment terminates;
- 19 (e) Failed to provide employees, or some of them, with accurate, itemized wage
20 statements containing all the information required by the California Labor
21 Code and IWC Wage Orders;
- 22 (f) Failed to indemnify employees, or some of them, for expenditures incurred
23 in direct discharge of duties of employment;
- 24 (g) Failed to timely produce requested employment records as required by the
25 California Labor Code and IWC Wage Order; and
- 26 (h) Failed to incorporate all remunerations, including nondiscretionary
27 commissions, incentive pay, and/or nondiscretionary bonuses, into the
28 calculation of the regular rate of pay for purposes of calculating sick pay and

vacation time thereby failing to pay all sick pay and all vacation pay by paying a lower overtime rate than required.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Thora Magney is a resident of Mill Valley, California who worked for Defendants in San Francisco, California as an hourly-paid, non-exempt employee from approximately December 2022 to approximately December 2023.

9. Plaintiff Esha Lakita Hickson has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants Levi Strauss & Co., Levi's Only Stores, Inc. and I Am Beyond, LLC are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Los Angeles County; and,

(b) The former employers of Plaintiffs, and the current and/or former employers of the putative Class and of the Aggrieved Employees because Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs, the Class, and the Aggrieved Employees thereby creating a common law employment relationship.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should

1 have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the
2 conduct of all other Defendants.

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 15. Plaintiff Thora Magney worked for Defendants in San Francisco, California as an
5 hourly-paid, non-exempt employee from approximately December 2022 to approximately
6 December 2023. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an
7 hourly wage and classified Plaintiff as non-exempt from overtime. Defendants typically scheduled
8 Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also
9 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

10 16. Plaintiff Esha Lakita Hickson worked for Defendants in California as an hourly-
11 paid, non-exempt employee during the relevant period. During Plaintiff's employment for
12 Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from
13 overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at
14 least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more
15 than forty (40) hours in a workweek.

16 17. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
17 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
18 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
19 to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment,
20 failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for
21 expenditures, failed to produce requested employment records, failed to provide all vacation time,
22 and failed to provide all sick time. As discussed below, Plaintiffs' experience working for
23 Defendants was typical and illustrative.

24 18. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs, the
25 Class, and the Aggrieved Employees, or some of them, for all hours worked, including minimum,
26 straight time, and overtime wages. Defendants would, at times, manufacture time keeping records
27 to falsely show that Plaintiffs, the Class, and the Aggrieved Employees, or some of them, took
28 meal periods when in fact they worked "off-the-clock," uncompensated. The effect is that

1 Plaintiffs, the Class, and the Aggrieved Employees, or some of them, worked through meal periods
2 “off-the-clock,” and continued to work after they had clocked out for the workday. Defendants
3 paid Plaintiffs, the Class, and the Aggrieved Employees, or some of them, less than all their work
4 time. Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all
5 hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class,
6 and the Aggrieved Employees, or some of them, worked.

7 19. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
8 the Class, and the Aggrieved Employees, or some of them, with legally compliant meal periods.
9 Defendants required Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to work
10 in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-
11 free meal period for every five hours of work, or without compensating Plaintiffs, the Class, and
12 the Aggrieved Employees, or some of them, for all missed meal periods that were not provided by
13 the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert
14 control over Plaintiffs, the Class, and the Aggrieved Employees, or some of them, by requiring,
15 pressuring, or encouraging them to perform work tasks which could not be completed without
16 working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the
17 Aggrieved Employees, or some of them, permission to take a meal period. Defendants also failed,
18 at times, to permit Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours
19 of work in a workday. As described above, Defendants would manufacture time keeping records
20 to falsely show that Plaintiffs, the Class, and the Aggrieved Employees, or some of them, took
21 meal periods by the fifth hour of work or took meal periods when in fact they worked off-the-
22 clock, uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiffs, the
23 Class, and the Aggrieved Employees, or some of them, in compliance with California law.

24 20. Throughout the statutory period, Defendants have, at times, wrongfully failed to
25 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take
26 legally compliant rest periods. Defendants required Plaintiffs, the Class, and the Aggrieved
27 Employees, or some of them, to work in excess of four consecutive hours a day without Defendants
28 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every

four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

21. Throughout the statutory period, Defendants, at times, willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees, or some of them, all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs' employment terminated was not a single, isolated incident, but was instead consistent with Defendants' practices that applied, at times, to Plaintiffs, the Class, and the Aggrieved Employees.

22. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs, the Class, and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees, or some of them, suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though they were entitled;

- (b) the violations led them to believe that they had been paid the minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees, or some of them, were entitled, and Plaintiffs, the Class, and the Aggrieved Employees, or some of them, were paid less than the wages and wage rates to which they were entitled.

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1 Thus, Plaintiffs, the Class, and the Aggrieved Employees, or some of them, are owed the amounts
2 provided for in California Labor Code § 226(e).

3 23. Throughout the statutory period, Defendants have wrongfully required Plaintiffs,
4 the Class, and the Aggrieved Employees, or some of them, to pay expenses that they incurred in
5 direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees,
6 or some of them, paid out-of-pocket for necessary employment-related expenses.

7 24. Plaintiffs, the Class, and the Aggrieved Employees, or some of them, incurred
8 substantial expenses as a direct result of performing their job duties for Defendants, but Defendants
9 failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for these
10 employment-related expenses.

11 25. Plaintiffs, the Class, and the Aggrieved Employees, or some of them, were not
12 provided all vacation time or sick pay by being paid a lower overtime rate than required.

13 26. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for
14 Plaintiffs' personnel files, pay records, wage statements, timekeeping records, and other
15 employment-related documents pursuant to Labor Code section 226 and 1198.5. However,
16 Defendants failed to timely produce the requested employment records, in violation of Labor Code
17 sections 226 and 1198.5.

18 **CLASS ACTION ALLEGATIONS**

19 27. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
20 persons similarly situated, and thus, seeks class certification under California Code of Civil
21 Procedure § 382.

22 28. All claims alleged herein arise under California law for which Plaintiffs seek relief
23 authorized by California law.

24 29. The proposed Class consists of and is defined as:

25 All persons who worked for any Defendant in California as an hourly-paid or
26 non-exempt employee at any time during the period beginning four years and 178
27 days before the filing of the initial complaint in this action and ending when
28

notice to the Class is sent.¹

30. At all material times, Plaintiffs were members of the Class.

31. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

32. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
 - 4) The difficulties likely to be encountered in the management of a class action.
- (e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

33. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records;
- (h) Failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating sick pay thereby failing to pay all sick pay and all vacation pay by paying a lower overtime rate than required; and
- (i) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

34. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual

members of the Class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

35. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

36. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

37. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

1 38. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
2 pay to Plaintiffs, the Class, and the Aggrieved Employees, or some of them, compensation for all
3 hours they worked. By their failure to pay compensation for each hour worked as alleged above,
4 Defendants willfully violated the provisions of California Labor Code § 1194, and any additional
5 applicable Wage Orders, which require such compensation to non-exempt employees.

6 39. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to
7 recover minimum and straight time wages for all non-overtime hours worked for Defendants.

8 40. By and through the conduct described above, Plaintiffs, the Class, and the
9 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their
10 employment with Defendants.

11 41. By virtue of the Defendants' unlawful failure to pay additional compensation to
12 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
13 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
14 damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved
15 Employees, and which will be ascertained according to proof at trial.

16 42. By failing to keep adequate time records required by California Labor Code §
17 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
18 compensation due Plaintiffs, the Class, and the Aggrieved Employees.

19 43. Pursuant to California Labor Code § 1194.2, Plaintiffs, the Class, and the Aggrieved
20 Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to
21 pay minimum wages.

22 44. California Labor Code § 204 requires employers to provide employees with all
23 wages due and payable twice a month. Throughout the statute of limitations period applicable to
24 this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be paid
25 twice a month at rates required by law, including minimum and straight time wages. However,
26 Defendants failed and refused to pay Plaintiffs, the Class, and the Aggrieved Employees, or some
27 of them, all such wages due and failed to pay those wages twice a month.

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1 45. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to seek recovery
2 of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs
3 pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

4 **SECOND CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Pay Overtime Wages)**

6 46. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
7 1 through 35 in this Complaint.

8 47. California Labor Code § 510 provides that employees in California shall not be
9 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
10 receive additional compensation beyond their regular wages in amounts specified by law.

11 48. California Labor Code §§ 1194 and 1198 provide that employees in California shall
12 not be employed more than eight hours in any workday unless they receive additional
13 compensation beyond their regular wages in amounts specified by law. Additionally, California
14 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
15 by the IWC is unlawful.

16 49. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees, or
17 some of them, have at times worked more than eight hours in a workday and/or more than forty
18 (40) hours in a workweek, as employees of Defendants.

19 50. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, and
20 the Aggrieved Employees, or some of them, overtime compensation for the hours they have worked
21 in excess of the maximum hours permissible by law as required by California Labor Code §§ 510
22 and 1198.

23 51. By virtue of Defendants' unlawful failure to pay additional premium rate
24 compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours
25 worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to
26 suffer, damages in amounts which are presently unknown to them, but which exceed the
27 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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52. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs, the Class, and the Aggrieved Employees.

53. Plaintiffs, the Class, and the Aggrieved Employees also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

54. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class and the Aggrieved Employees, with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

56. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs, the Class and the Aggrieved Employees of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs, the Class, and the Aggrieved Employees' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

57. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs, the Class, and the Aggrieved Employees, or some of them, with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take all meal periods as alleged above (or due to the fact that

Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

58. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

60. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

61. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

62. Under California law, Plaintiffs, the Class and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

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

65. Within the applicable statute of limitations, the employment of many other members of the Class and of the Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants at times failed, and continue to fail, to pay terminated Class Members and Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

66. Defendants' failure to pay those Class members and Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

67. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

68. The Class and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class and the Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

71. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

72. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class, and the Aggrieved Employees, or some of them, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

73. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

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74. Specifically, Plaintiffs, the members of the Class, and the Aggrieved Employees have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

75. Calculation of the true wage entitlement for Plaintiffs, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

76. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

77. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

79. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees, or some of them, were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

80. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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81. As a result, Plaintiffs, the Class, and the Aggrieved Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

82. Plaintiffs, the Class, and the Aggrieved Employees are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Produce Requested Employment Records)

83. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

84. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

85. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

86. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees are current and former employees of Defendants.

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88. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely produce the required records requested by Plaintiffs.

89. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs' requested employment records is not an isolated incident but was instead consistent with Defendants' practice that applied to Plaintiffs, the Class, and the Aggrieved Employees, or some of them.

90. Pursuant to California Labor Code § 1198.5, Plaintiffs, the Class, and the Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

91. Pursuant to California Labor Code § 226, Plaintiffs, the Class, and the Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

**(Against All Defendants for Violation of California Business & Professions Code §§ 17200,
et seq.)**

NINTH CAUSE OF ACTION

**(Against All Defendants for Violation of California Business & Professions Code §§ 17200,
et seq.)**

92. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

93. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

94. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, other Aggrieved Employees, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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1 95. Defendants' activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code §§ 17200, *et seq.*

4 96. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
5 predicated on the violation of any state or federal law. All of the acts described herein as violations
6 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
7 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
8 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
9 & Professions Code §§ 17200, *et seq.*

10 **Failure to Pay Minimum and Straight Time Wages**

11 97. Defendants' failure to pay minimum and straight time wages, and other benefits in
12 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
13 California Business & Professions Code §§ 17200, *et seq.*

14 **Failure to Pay Overtime Wages**

15 98. Defendants' failure to pay overtime compensation and other benefits in violation of
16 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
17 prohibited by California Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Provide Meal Periods**

19 99. Defendants' failure to provide meal periods in accordance with California Labor
20 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
21 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 **Failure to Authorize and Permit Rest Periods**

23 100. Defendants' failure to authorize and permit rest periods in accordance with
24 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
25 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

26 **Failure to Indemnify Business Expenses**

27 101. Defendants' failure to reimburse expenses incurred in accordance with
28 California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity

prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay All Vacation Pay

102. Defendants' failure to pay all vacation pay, as alleged above, in accordance with California Labor Code § 227.3 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay All Sick Time

103. Defendants' failure to pay all vacation pay, as alleged above, in accordance with California Labor Code §§ 245 and 246 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

104. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

105. Plaintiffs, the Class Members, and the Aggrieved Employees suffered monetary injury as a direct result of Defendants' wrongful conduct.

106. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

107. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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108. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members and the Aggrieved Employees suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

109. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

110. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Vacation Wages)

111. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

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

113. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Plaintiffs, the Class, and Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Further, Defendants did not pay them all of their vacation hours. Therefore,

1 Plaintiffs, the Class, and Aggrieved Employees, seek to recover penalties pursuant to Labor Code
2 § 227.3.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Against All Defendants for Failure to Comply with Labor Code § 245 *Et Seq.* And 246)**

5 114. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
6 1 through 34 in this Complaint.

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

11 116. Defendants paid nondiscretionary commissions, incentive pay, and/or
12 nondiscretionary bonuses to Plaintiffs, the Class, and Aggrieved Employees but Defendants failed
13 to include these forms of remuneration in the regular rate of pay upon which sick pay was
14 calculated and paid. Rather than calculating the amount of paid sick time due when sick time is
15 used according to the requirements set forth in California Labor Code § 246(1), Defendants paid
16 sick leave to Plaintiffs, the Class, and Aggrieved Employees at a lower rate, in violation of the law.

17 117. Therefore, Plaintiffs, the Class, and Aggrieved Employees seek to recover penalties
18 pursuant to Labor Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

19 **TWELFTH CAUSE OF ACTION**

20 **(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
21 **General Act of 2004, Cal. Lab. Code § 2698, *et seq.*)**

22 118. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though
23 fully set forth herein.

24 119. At all times herein mentioned, Defendants were subject to the Labor Code of the
25 State of California and the applicable IWC Orders.

26 120. California Labor Code § 2699(a) specifically provides for a private right of action
27 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
28 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
2 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
3 civil action brought by an aggrieved employee on behalf of herself or himself and other current or
4 former employees pursuant to the procedures specified in Section 2699.3.”

5 121. Plaintiffs gave written notice by online filing pursuant to California Labor Code §
6 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
7 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
8 certain current and former Aggrieved Employees, or some of them, including the facts and theories
9 to support the violations. Plaintiffs also paid the filing fee. The Labor and Workforce Development
10 Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
11 in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code §
12 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
13 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
14 1174.5, 1197.1, and 2699.

15 122. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
16 of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved
17 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
18 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
19 by law.

20 123. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant
21 to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be
22 entitled to an award of reasonable attorney’s fees and costs.”

23 **PRAYER FOR RELIEF**

24 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
25 the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

26 **Class Certification**

27 1. That this action be certified as a class action with respect to the First, Second, Third,
28 Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Causes of Action;

2. That Plaintiffs be appointed as the representatives of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

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

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

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
3 and for costs of suit incurred herein; and,

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

5 As to the Fourth Cause of Action

6 20. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

8 21. For unpaid rest period premium wages as may be appropriate;

9 22. For pre-judgment interest on any unpaid compensation commencing from the date
10 such amounts were due;

11 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
12 and for costs of suit incurred herein; and,

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

14 As to the Fifth Cause of Action

15 25. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
17 termination of the employment;

18 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
19 employees who have left Defendants' employ;

20 27. For pre-judgment interest on any unpaid wages from the date such amounts were
21 due;

22 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

24 As to the Sixth Cause of Action

25 30. That the Court declare, adjudge, and decree that Defendants violated the record
26 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
27 willfully failed to provide accurate itemized wage statements thereto;

28 31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

42. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

43. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

44. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

47. For restitution of unpaid wages to Plaintiffs, Class Members, and the Aggrieved Employees, and prejudgment interest from the day such amounts were due and payable;

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

4 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure § 1021.5;

6 50. For injunctive relief to ensure compliance with this section, pursuant to California
7 Business & Professions Code §§ 17200, *et seq.*; and,

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

9 As to the Tenth Cause of Action

10 52. For penalties pursuant to Labor Code § 227.3, as may be proven.

11 As to the Eleventh Cause of Action

12 53. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven.

13 As to the Twelfth Cause of Action

14 54. That the Court declare, adjudge, and decree that Defendant violated the California
15 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
16 overtime wages), failing to provide meal periods and pay the correct amount of meal period
17 premium wages, failing to authorize and permit rest periods and pay the correct amount of rest
18 period premium wages, failing to pay all earned wages twice per month, failing to maintain
19 accurate records of hours worked and meal periods, failing to pay all final wages to terminated
20 employees, failing to furnish accurate wage statements, failing to indemnify employees for
21 expenditures, and failing to produce requested employment records;

22 55. For all actual, consequential and incidental losses and damages, according to proof;

23 56. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
24 other applicable Labor Code provisions;

25 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Labor Code § 2699; and

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

28 ///

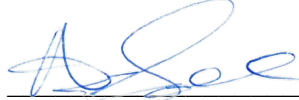
As to all Causes of Action

59. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: February 24, 2025

WILSHIRE LAW FIRM

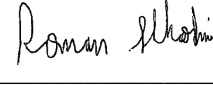
By: 

John G. Yslas
Aram Boyadjian
Jeffrey C. Bils
Andrew Sandoval

Attorneys for Plaintiff THORA MAGNEY

Dated: February 24, 2025

D.LAW, INC.

By: 

Emil Davtyan
David Yeremian
Roman Shkodnik
Amanda Fazio

Attorneys for Plaintiff ESHA LAKITA
HICKSON

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Respectfully submitted,

Dated: February 24, 2025

WILSHIRE LAW FIRM

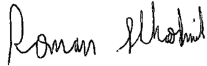
By: 

John G. Yslas
Aram Boyadjian
Jeffrey C. Bils
Andrew Sandoval

Attorneys for Plaintiff THORA MAGNEY

Dated: February 24, 2025

D.LAW, INC.

By: 

Emil Davtyan
David Yeremian
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff ESHA LAKITA
HICKSON

PROOF OF SERVICE

Brianna Romero v. Levi's Only Stores, Inc.
Count of Los Angeles Case No. 24STCV02320

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Celenia Ramos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is celenia.ramos@wilshirelawfirm.com

On **February 24, 2025**, I served the foregoing:

- **CONSOLIDATED CLASS & PAGA REPRESENTATIVE ACTION COMPLAINT**

on the interested parties in this action by following one of the methods of service as follows:

SEYFARTH SHAW LLP

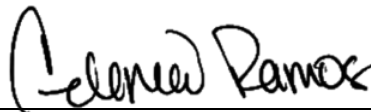
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- (X) **VIA CASE ANYWHERE:** I hereby certify that a true and correct copy of this document was electronically served from Los Angeles, California, by transmission to Case Anywhere, to the parties listed on the Case Anywhere service list on the matter.

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

Executed on **February 24, 2025**, at Los Angeles, California.



Celenia Ramos