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**Assigned for All Purposes**

**Judge William Cluster**

**CX-101**

Attorney for Plaintiff, JENNY YANG, as an individual and on behalf of all similarly situated employees,

**30-2024-01415295-CU-OE-CXC**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**THE COUNTY OF ORANGE**

JENNY YANG, as an individual and on  
behalf of all similarly situated employees,

Plaintiff,

v.

BRANDREP, LLC, and DOES 1 through  
50, inclusive,

Defendants.

**CLASS ACTION**

**COMPLAINT FOR DAMAGES**

1. Failure to Pay for All Overtime Worked in Violation of Cal. Labor Code §§ 510, 1194 and 1198;
2. Failure to Pay Minimum Wages and Pay for All Wages Earned in Violation of Cal. Labor Code §§ 204, 1194, and 1197;
3. Failure to Provide Compliant Meal Breaks or Pay Premiums in Violation of Cal. Labor Code §§ 226.7 and 512;
4. Failure to Provide Compliant Rest Breaks or Pay Premiums in Violation of Cal. Labor Code § 226.7;
5. Failure to Provide and Maintain Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226(a), 1174(d), and 1198.5;
6. Failure to Pay Timely Wages in Violation of Cal. Labor Code §§ 204, 210;
7. Failure to Pay All Wages Upon Separation of Employment in Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 2699; and
8. Unfair Business Practices in Violation of Bus. & Prof. Code § 17200 *et seq.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff JENNY YANG (“Plaintiff”), as an individual and on behalf of all similarly  
2 situated employees, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class she seeks to  
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all current and former  
6 non-exempt employees of Defendant BRANDREP, LLC, and DOES 1 through 50, inclusive  
7 (collectively, “Defendant”), in the State of California during the Class Period. The term “Class  
8 Period” is defined as four (4) years prior to the filing of this complaint through judgment. Plaintiff  
9 reserves the right to amend this complaint to reflect a different “Class Period” as further discovery  
10 is conducted.

11 2. Plaintiff, individually and on behalf of Plaintiff Class, seeks relief against  
12 Defendant, for Defendant’s practices of violating the applicable Industrial Welfare Commission  
13 (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: (1) failure to pay all  
14 wages; (2) failure to pay overtime wages; (3) failure to make available meal periods or provide  
15 compensation in lieu thereof; (4) failure to make available rest periods or provide compensation  
16 in lieu thereof; (5) failure to pay all wages due upon separation of employment; (6) failure to  
17 provide accurate itemized wage statements; (7) failure to pay timely wages; and (8) Violation of  
18 Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). These violations concern current  
19 and past employees of Defendants.

20 3. At all relevant times herein, Defendant has consistently maintained and enforced  
21 against Plaintiff and Plaintiff Class the unlawful practices and policies set forth herein.

22 **JURISDICTION AND VENUE**

23 4. Venue is proper in this judicial district and the County of Orange, pursuant to the  
24 Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes of  
25 action alleged herein occurred in this county.

26 5. This Court has personal jurisdiction over Defendant, because Defendant has its  
27 main place of business in, and conducts business in the State of California, and a substantial  
28 portion of the acts, omissions, events, and transactions constituting the causes of action alleged

herein occurred within the State of California, and more specifically, in the County of Orange, where Plaintiff resides. (Code Civ. Proc., § 410.10.)

6. The California Superior Court has jurisdiction over this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court; and upon information and belief, Plaintiff and Defendant are citizens of, residents of, and/or domiciled in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this matter.

### **THE PARTIES**

#### **Plaintiff**

7. Plaintiff was employed by Defendant as a sales opener and closer assisting Chinese speakers from on or around November 2019 until on or around February 2024 in Santa Ana, California. Plaintiff initially earned \$15.00 per hour and at the time of separation of employment with Defendant, Plaintiff earned \$16.00 per hour. At all relevant times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, and meal and rest period premiums. Plaintiff was employed by Defendant within the four (4) years prior to the commencement of this action. Plaintiff worked overtime and earned overtime wages, however, Defendant did not pay all her overtime wages correctly. As a matter of fact, Defendant failed to include all her bonuses and commissions in the adjusted rate of pay for all her overtime wages.

8. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly situated persons who were employed by Defendant as non-exempt employees in California during the Class Period.

1                   **Defendants**

2           9.       Plaintiff is informed and believes, and based thereon alleges, that Defendant  
3 BRANDREP, LLC is a California Corporation that owns and operates a digital marketing agency  
4 throughout California, including Orange County, and was Plaintiff's employer. On information  
5 and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good  
6 standing in California, and at all times herein mentioned has regularly conducted business  
7 throughout the State of California.

8           10.     Plaintiff is ignorant of the true names, capacities, relationships and extent of  
9 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,  
10 inclusive, but on information and belief, alleges that said Defendants are legally responsible for  
11 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and  
12 capacities of the DOE Defendants when that information is ascertained.

13          11.     Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
15 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant  
16 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint  
17 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,  
18 are alter egos, joint employers, and conspire with one another to increase profits by engaging in  
19 the conduct described in this complaint.

20          12.     Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
21 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
22 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned  
23 below was acting, at least in part, within the course and scope of that authority as such agent,  
24 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
25 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant  
26 are legally attributable to the other Defendants.

27                                   **FACTUAL ALLEGATIONS**

28          13.     Plaintiff and Plaintiff's Class are, and at all times relevant herein, have been non-

1 exempt employees within the meaning of the Labor Code, and the implementing rules of the IWC  
2 Wage Orders.

3 14. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
4 continues to employ non-exempt employees within California.

5 15. Plaintiff is informed and believes, and based thereon alleges, that Defendant's  
6 policies and practices described herein are common across each of Defendant's locations within  
7 the State of California.

8 16. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
9 or should have known that Plaintiff and Class Members were entitled to receive wages for all  
10 hours worked, including minimum, regular, and overtime wages, and that they were not receiving  
11 all wages earned for work that was required to be performed. In violation of the Labor Code and  
12 IWC Wage Orders, Defendant failed to pay Plaintiff and Class Members' earned wages by failing  
13 to pay for all hours worked and failing to pay the proper overtime and double time rates of pay,  
14 among other things. Defendant failed to include all remuneration with respect to calculating  
15 Plaintiff and Class Members' overtime and double-time. *Huntington Memorial Hosp. v. Superior*  
16 *Court*, (2005) 131 Cal.App.4th 893, 905. Further, Defendant failed to record and/or pay Plaintiff  
17 and Class Members for all hours worked in excess of eight (8) hours and/or twelve (12) hours per  
18 workday and failed to pay said hours at the proper overtime and double time rates. Additionally,  
19 Defendant failed to factor in shift differentials and non-discretionary bonuses in the regular rate  
20 of pay when calculating overtime and double time rates. See attached a sample of Plaintiff's  
21 paystub showing the wrong rate of pay for her overtime wages, **Exhibit 1**.

22 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
23 or should have known that Plaintiff and Class Members were entitled to receive all required meal  
24 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate  
25 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the  
26 Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing  
27 compliant meal periods. Plaintiff and Class Members were regularly unable to take a duty-free  
28 meal period or had their meal periods interrupted as a result of understaffing and a busy workload.

1 In addition to having their meal periods interrupted, Plaintiff and Class Members were required  
2 to return to work before the end of their thirty (30) minute meal periods and continue working.  
3 As a result of Defendant's understaffing and daily work requirements and demands, Plaintiff and  
4 Class Members did not receive all meal periods or payment of one (1) additional hour of pay at  
5 Plaintiff and Class Members' regular rate of pay when they did not receive a timely, uninterrupted  
6 thirty (30) minute off-duty meal period.

7 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
8 or should have known that Plaintiff and Class Members were entitled to receive all paid rest  
9 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate  
10 of pay when a rest period was missed, interrupted, or shortened. In violation of the Labor Code  
11 and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing paid rest  
12 periods. Defendant instructed Plaintiff and Class Members to forego their rest breaks. As a result  
13 of Defendant's understaffing and daily work requirements and demands, Plaintiff and Class  
14 Members did not receive all paid rest periods or payment of one (1) additional hour of pay at  
15 Plaintiff and Class Members' regular rate of pay when a paid rest period was missed, truncated,  
16 or interrupted.

17 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
18 or should have known that Plaintiff and Class Members were entitled to receive itemized wage  
19 statements that accurately showed their actual hours worked, total hours worked, number of hours  
20 worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period  
21 in accordance with California law. In violation of the Labor Code, Plaintiff and Class Members  
22 were not provided with accurate itemized wage statements.

23 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
24 or should have known that Plaintiff and certain Class Members were entitled to timely payment  
25 of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain  
26 Class Members did not receive payment of all wages due, within permissible time periods, upon  
27 separation of employment.  
28

**CLASS ACTION ALLEGATIONS**

21. Plaintiff brings this action on behalf of herself and all other similarly situated employees, as a class action pursuant to Code of Civil Procedure section 382.

22. Plaintiff's proposed class consists of and is defined as follows: all individuals who worked for Defendants in a California location as non-exempt employees during the Class Period.

23. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend or modify the class description(s) with greater specificity or further division into subclasses or limitation to particular issues.

24. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent Classes composed of and defined as:

All non-exempt individuals who or were employed by BRANDREP, LLC. in the State of California during the Class Period and ending when notice to the Class is sent (hereinafter referred to as "Class Members" or the "Class").

- a. All Class Members who were issued one or more wage statements from Defendant during the period from one year prior to the filing of this Complaint through judgment (hereinafter referred to as "Wage Statement Class Members");
- b. All Class Members who did not receive their timely ten-minute, duty free rest breaks while working for Defendant during the Class Period (hereinafter referred to as "Rest Break Class Members");
- c. All Class Members who did not receive their timely thirty-minute meal break on or before the fifth hour of work while working for Defendant on shifts greater than five hours during the Class Period (hereinafter referred to as "Meal Break Class Members");
- d. All Class Members who did not receive their overtime wages from Defendants during the Class Period ("Overtime Wage Class Members")
- e. All Class Members who did not receive their minimum wages from Defendants during the Class Period ("Minimum Wage Class Members")
- f. All Class Members who did not receive their wages due at time of separation of employment during the Class Period ("Waiting Time Class Members")

25. This action has been brought and may be maintained as a class action pursuant to

Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and because the proposed classes are easily ascertained by Defendant's personnel and payroll records, and Plaintiff is a proper representative of the Class:

**Numerosity**

26. The potential members of the class as defined are so numerous that joinder of all class members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff is informed and believes that Defendant has employed more than 500 non-exempt employees during the Class Period.

**Commonality**

27. There are common questions of law and fact arising out of Defendant's conduct as described herein, including, but not limited to:

- i. Whether Defendant violated Labor Code sections 226.7 and 512 and Section 11 of IWC Wage Order No. 4 by failing to provide timely, duty-free meal periods to Plaintiff and the members of the Meal Break Class in California during the Class Period;
- ii. Whether Defendant violated Labor Code section 226.7 by failing to provide one hour of premium pay to each member of the Meal Break Class for each day that a timely, duty-free meal period was not provided in California during the Class Period;
- iii. Whether Defendant violated Labor Code section 226.7 and Section 12 of IWC Wage Order No. 4 by failing to provide timely, duty-free rest periods to Plaintiff and the members of the Rest Break Class in California during the Class Period;
- iv. Whether Defendant violated Labor Code section 226.7 by failing to provide one hour of premium pay to each member of the Rest Break Class for each day that a timely, duty-free rest period was not provided in California during the Class Period;
- v. Whether Defendant failed to provide Plaintiff and the members of

1 the Wage Statement Class complete wage statements in violation of  
2 Labor Code Section 226(a);

- 3 vi. Whether Defendant violated Sections 204 and 210 of the Labor  
4 Code by failing to pay Plaintiff and Plaintiff's Class Members all  
5 wages due on a timely basis;
- 6 vii. Whether Defendant violated Sections 510, 1194, and 1198 of the  
7 Labor Code by failing to pay Plaintiff and Plaintiff's Class  
8 Members all overtime wages due;
- 9 viii. Whether Defendant violated Sections 201, 202, 203 of the Labor  
10 Code by failing to pay Plaintiff and Plaintiff's Class All wages due  
11 at time of separation of employment;
- 12 ix. Whether Defendant engaged in an unfair practice and violated  
13 section 17200 of the California Business and Professions Code by  
14 failing to provide Plaintiff and the members of the Meal Break Class  
15 with timely, duty-free meal breaks during the Class Period;
- 16 x. Whether Defendant engaged in an unfair practice and violated  
17 section 17200 of the California Business and Professions Code by  
18 failing to provide Plaintiff and members of the Meal Break Class  
19 with meal period premiums for each day they were not provided a  
20 compliant meal break;
- 21 xi. Whether Defendant engaged in unfair practices and violated section  
22 17200 of the California Business and Professions Code by failing  
23 to provide Plaintiff and the members of the Rest Break Class with  
24 timely, duty-free rest breaks during the Class Period;
- 25 xii. Whether Defendant engaged in an unfair practice and violated  
26 section 17200 of the California Business and Professions Code by  
27 failing to provide Plaintiff and members of the Rest Break Class  
28 with rest period premiums for each day they were not provided a

compliant meal break;

xiii. Whether Plaintiff and the Class are entitled to restitution under Business and Professions Code § 17200;

xiv. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff and the Class Members;

xv. The nature and extent of class-wide damages.

### **Typicality**

28. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of whom have incurred and/or will incur damages, as a result of Defendant's common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendant subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders, Code of Regulations, Labor Code, and Business and Professions Code, among other statutes.

### **Adequacy of Representation**

29. Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's attorneys are competent, well-versed, and experienced in litigating employment class actions and other complex litigation matters.

### **Superiority of Class Action**

30. Under the facts and circumstances set forth above, a class action is superior to any other method available for the fair and efficient adjudication of the rights of each Class Member in as much as joinder of individual, relatively small claims of Class Members is not practical and if each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees fearful of retaliation and permanent damage to their careers at present and/or subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual Class Members against Defendants herein further support class certification.

**FIRST CAUSE OF ACTION**  
**Failure to Pay for All Overtime Worked**  
**(Labor Code sections 510, 1194, and 1198)**  
**On Behalf of Plaintiff and the Overtime Wage Class Against Defendant**

31. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein, the material allegations set out in each and all previous paragraphs of this Complaint.

32. At all relevant times during the applicable limitations period, Plaintiff and Class Members have been non-exempt employees of Defendants and are entitled to the benefits of Labor Code sections 510 and 1194 and the pertinent Wage Order.

33. IWC Wage Order 4-2001, section 2 defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

34. In relevant part, section 3 of applicable Wage Order 4-2001 states:

(A) Daily Overtime- General Provisions:

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1.5) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and

(c) The overtime rate of compensation to be paid to a nonexempt full-time salaried employee shall be computed by using one-fortieth (1/40) of the employee's weekly salary as the employee's regular hourly rate of pay.

35. Labor Code section 510 states: "Eight hours of labor constitutes a day's work. Any

1 work in excess of eight hours in one workday and any work in excess of 40 hours in any one  
2 workweek and the first eight hours worked on the seventh day of work in any one workweek shall  
3 be compensated at the rate of no less than one and one-half times the regular rate of pay for an  
4 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less  
5 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours  
6 on any seventh day of a workweek shall be compensated at the rate of no less than twice the  
7 regular rate of pay of an employee. Nothing in this section requires an employer to combine more  
8 than one rate of overtime compensation in order to calculate the amount to be paid to an employee  
9 for any hour of overtime work."

10 36. With respect to overtime wages, the regular rate of pay under California law must  
11 include "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14  
12 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not limited to, commissions  
13 and nondiscretionary bonuses. (See *Huntington Memorial Hosp. v. Superior Court* (2005) 131  
14 Cal App.4th 893, 904-905.)

15 37. During the relevant timeframe, Plaintiff and Class Members worked more than  
16 eight hours a day and more than 40 hours a week and was not paid all the overtime wages she  
17 was entitled to. Defendants' wage statements issued to Plaintiffs and Class Members misstated  
18 and under-reported hours worked in a misguided attempt to cover up this failure to pay overtime.

19 38. Additionally, Plaintiff believes sales commissions were not included in calculating  
20 the regular rate of pay used for OT hours.

21 39. Plaintiff and Class Members have been damaged in a sum to be proven and  
22 requests relief as described below.

23 **SECOND CAUSE OF ACTION**

24 **Failure To Pay Minimum Wages**

25 **in Violation of Cal. Labor Code §§ 204, 510, 1194, 1197**

26 **On Behalf of Plaintiff and the Wage Statement Class Against Defendant**

27 40. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
28 as if fully alleged.

41. Any employee receiving less than the legal minimum wage or legal overtime

1 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees  
2 and costs of suit. (Lab. Code, § 1194, subd. (a).)

3 42. Labor Code section 1182.12 provides for employers who employed 26 or more  
4 people from January 18, 2018, to December 31, 2018, the minimum wage rate in California was  
5 eleven dollars (\$11.00) per hour. From January 1, 2019, to December 31, 2019, the minimum  
6 wage rate in California is twelve dollars (\$12.00) per hour. From January 1, 2020, to December  
7 31, 2020, the minimum wage rate in California is thirteen dollars (\$13.00) per hour. From January  
8 1, 2021, to December 31, 2021, the minimum wage rate in California is fourteen dollars (\$14.00)  
9 per hour. From January 1, 2022, the minimum wage rate in California, is fifteen dollars (\$15.00)  
10 per hour. Plaintiff is informed and believes Defendants employed more than twenty-six (26)  
11 employees.

12 43. Notwithstanding any other provision of the Labor Code, hourly minimum wage  
13 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay  
14 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

15 44. In any action to recover payment of wages less than the minimum wage an  
16 employee shall be entitled to recover liquidated damages in an amount equal to the wages  
17 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

18 45. Any work in excess of eight (8) hours in any workday and any work in excess of  
19 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half  
20 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess  
21 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay  
22 for an employee. (Lab. Code, § 510, subd. (a).)

23 46. All wages earned in employment are due and payable twice during each calendar  
24 month on dates designated in advance by the employer. (Lab. Code, § 204.)

25 47. In case of a dispute over wages, the employer shall pay, without condition and  
26 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies  
27 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

28 48. At all relevant times herein, Plaintiff and Class Members were and are paid as non-

1 exempt employees.

2 49. Defendant failed to compensate Plaintiff and the Class for all wages worked.  
3 Specifically, Defendant failed to include all remuneration when calculating Plaintiff and the Class  
4 accurate regular hours.

5 50. As a consequence, Defendant failed to pay Plaintiff and the Class all minimum  
6 regular wages for all hours worked, including hours in excess of over eight (8) per day and forty  
7 (40) per workweek. Pursuant to Labor Code sections, inter alia, 204, 510, 1182.12, and 1194, the  
8 Plaintiff Class seeks the payment of all minimum, regular, compensation which they earned and  
9 accrued for four (4) years prior to filing this complaint, according to proof.

10 51. Additionally, Plaintiff and the Class are entitled to liquidated damages, attorneys'  
11 fees, and costs pursuant to Labor Code section 1194 and Code of Civil Procedure section 1021.5,  
12 and prejudgment interest.

13 **THIRD CAUSE OF ACTION**

14 **Failure To Provide Compliant Meal Breaks or Pay Premiums**

15 **(Lab. Code, §§ 226.7, 512)**

16 **On Behalf of Plaintiff and the Meal Break Class Against Defendant**

17 52. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
18 as if fully alleged.

19 53. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that  
20 no employer shall employ any person for a work period of more than five (5) hours without  
21 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or  
22 employ any person for a work period of more than ten (10) hours without a second meal period  
23 of not less than thirty (30) minutes.

24 54. Labor Code section 226.7 provides that if an employer fails to provide an  
25 employee a meal period in accordance with this section, the employer shall pay the employee one  
26 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal  
27 period is not provided in accordance with this section. Plaintiff alleges that Defendant failed to  
28 provide legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or  
not relieving employees from all work duties during meal periods thereby preventing employees

1 from taking legally compliant meal periods. Specifically, Plaintiff and Class Members frequently  
2 did not receive their meal period until after the fifth (5th) hour of work. Plaintiff and Class  
3 Members also had their lunches constantly interrupted.

4 55. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of  
5 more than five (5) hours in a workday.

6 56. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are entitled to  
7 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed  
8 meal break, in an amount to be proven at trial.

9 57. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts  
10 more than ten (10) hours in a workday and were regularly denied a legally compliant second meal  
11 period.

12 58. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the  
13 Plaintiff Class, request recovery of meal period compensation which they are owed beginning  
14 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties  
15 against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other  
16 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,  
17 Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this  
18 action.

19 **FOURTH CAUSE OF ACTION**

20 **Failure To Provide Compliant Rest Periods Or Pay Premiums**

21 **(Lab. Code, § 226.7)**

22 **On Behalf of Plaintiff and the Rest Break Class Against Defendant**

23 59. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
24 as if fully alleged.

25 60. Labor Code section 226.7 and the applicable Wage Order provide that employers  
26 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time  
27 per four (4) work hours, or major fraction thereof.

28 61. Labor Code section 226.7, subdivision (b), provides that if an employer fails to  
provide and employee rest periods in accordance with this section, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
2 that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4)  
3 hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due  
4 to Defendant's uniform policies and practices.

5 62. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff  
6 Class throughout the Class Period due to their understaffing, workload, and demands.

7 63. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1)  
8 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil  
9 Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award  
10 reasonable attorneys' fees and costs incurred by them in this action.

11 **FIFTH CAUSE OF ACTION**  
12 **Failure To Provide And Maintain Accurate Itemized Wage Statements**  
13 **(Lab. Code, §§ 226, 226.3, 1174, 1174.5, 1198.5)**  
14 **On Behalf of Plaintiff and the Class against All Defendants**

15 64. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
16 as if fully alleged herein.

17 65. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage  
18 Orders provide that employers must keep records and provide employees with itemized wage  
19 statements showing all hours worked and each applicable rate of pay in effect during the pay  
20 period with the corresponding number of hours worked at each hourly rate.

21 66. Labor Code section 1174, subdivision (d), requires an employer to keep at a central  
22 location in California or at the plant or establishment at which the employee is employed, payroll  
23 records showing the hours worked daily, and the wages paid to each employee. Labor Code  
24 section 226, subdivision (a), requires an employer to provide employees—either as a detachable  
25 part of the check, draft, or voucher paying the employee's wages, or separately when wages are  
26 paid by personal check or cash—an accurate itemized wage statement in writing, including  
27 specified information, including, but not limited to: "(1) gross wages earned; (2) total hours  
28 worked . . . (5) net wages earned... 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."

67. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

68. The IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including, but not limited to, time records showing the total daily hours worked by each employee, the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants' records fail to include, inter alia: (1) actual hours worked; (2) total hours worked; (3) number of hours worked at each hourly rate; (4) gross wages earned; (5) net wages earned; (6) premium wages earned per pay period; and (7) the entity's legal name and address.

69. An employee is deemed to suffer injury if the employer fails to provide an accurate wage statement containing all of the required information set forth in Labor Code section 226, subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for employees to determine whether they were paid all wages due without complicated calculations and/or reconstruction of records required to be maintained by the employer.

70. For each employee suffering an injury as a result of Defendant's knowing and intentional failure to provide an accurate, itemized wage statement, the employee is entitled to recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period.

71. Plaintiff is informed and believes, and based thereon alleges, that Defendant's

1 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,  
2 subdivision (d), and section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends  
3 on seeking penalties under Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff  
4 Class are entitled to penalties of one hundred dollars (\$100.00) for the initial violation, and two  
5 hundred dollars (\$200.00) for each subsequent violation, for every pay period during which these  
6 records and information were not kept by Defendant.

7 72. Plaintiff is informed and believes, and based thereon alleges, that Defendant's  
8 failure to keep and maintain accurate records and information and provide to Plaintiff and Class  
9 Members accurate itemized wage statements, as described above, was knowing and intentional,  
10 and Plaintiff and Plaintiff Class are entitled to statutory penalties for each pay period in which a  
11 violation occurred. Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor  
12 Code section 226, subdivision (e), and as otherwise permitted by law.

13 **SIXTH CAUSE OF ACTION**  
14 **Section 210 Penalties for Failure to Pay Timely Wages**  
15 **for Violation of Labor Code § 204**  
16 **On Behalf of Plaintiff and the Class Against Defendant**

17 73. Plaintiff re-alleges and incorporates by reference each and every allegation set  
18 forth in the preceding paragraphs.

19 74. Labor Code section 204 expressly requires that "[a]ll wages...earned by any  
20 person in any employment are due and payable twice during each calendar month, on days  
21 designated in advance by the employer as the regular paydays."

22 75. Premium pay constitutes "wages", as that term is used in the Labor Code. *Naranjo*  
23 *v. Spectrum Security Services, Inc.* (2022), 13 Cal. 5th 93, 118 (premium pay is fairly understood  
24 as falling within the Labor Code's general definition of wages).

25 76. Due to Defendant's failure to pay Plaintiff and the Wage Statement Class the  
26 correct and adjusted rate of pay, all meal and rest break period premiums owed, Defendant  
27 violated Labor Code § 204 by failing to pay all wages due within seven (7) days of the close of  
28 the payroll period on a regular and consistent basis. See *Parson v. Golden State FC, LLC*, 2016  
U.S. Dist. LEXIS 58299, 2016 WL 1734010, at \*3-5 (N.D. Cal. May 2, 2016) (finding after *Ling*

1 that a failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204).

2        77. Labor Code § 210 provides that “in addition to, an entirely independent and apart  
3 from, any other penalty provided in this article, every person who fails to pay the wages of each  
4 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For  
5 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For  
6 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
7 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of  
8 the faulty compensation policies and practices described in detail above, Plaintiff and the Class  
9 are entitled to recover penalties under Labor Code § 210.

10        78. Labor Code section, 226 subdivision (e) provides that if an employer knowingly  
11 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,  
12 the total hours worked by the employee and the applicable hourly overtime rates, causing the  
13 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty  
14 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent  
15 violation, up to four thousand dollars (\$4,000.00).

16        79. Industrial Welfare Commission (“IWC”) Wage Order Number 4-2001, paragraph  
17 (7)(3) requires that every employer shall keep accurate information with respect to each  
18 employee, including time records showing when each employee begins and ends each work  
19 period, the total daily hours worked by each employee and the total hours worked in each payroll  
20 period, and applicable rates of pay. Plaintiff is informed and believes that Defendant willfully and  
21 intentionally failed to make and/or keep records which accurately reflect the hours and wages  
22 worked by Plaintiff and the Class. Specifically, Plaintiff believes that Defendant’s records do not  
23 accurately reflect the wages owed in the form of the lawful minimum wage and statutory  
24 premiums for non-compliant meal and rest periods. Additionally, Plaintiff believes Defendant  
25 knowingly and willingly altered and modified Plaintiff and others’ timesheets to avoid paying  
26 overtime wages and to avoid being subjected to meal break penalties.

27        80. As described above, Plaintiff is informed and believes that Defendant willfully  
28 failed to make or keep accurate records for Plaintiff and the Class by failing to pay all wages

owed, including minimum wage, by failing to pay off-the-clock or by implementing rounding policy unfavorable to Plaintiff and the Class and by failing to maintain accurate records. Additionally, Defendant had in place a rounding and timesheet modification system that prevented Plaintiff and the Class from receiving accurate timesheets.

81. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information and to provide Plaintiff and the Class accurate itemized wage statements, as described above, was knowing and intentional, and Plaintiff and the Class Members are entitled to statutory penalties for each pay period in which a violation occurred. As such, Plaintiff seeks penalties under Labor Code section 226, subdivision (e). Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and as otherwise permitted by law.

#### **SEVENTH CAUSE OF ACTION**

#### **Failure To Pay All Wages Due At Separation Of Employment**

**(Lab. Code, §§ 201, 202, 203)**

#### **By Plaintiff and the Waiting Time Class against All Defendants**

82. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

83. Plaintiff is informed and believes, and thereon alleges, that as part of Defendant's ongoing unfair business practices, Defendant failed to pay all employees all wages earned during their employment at the time of their separation in violation of Labor Code sections 201 and 202.

84. Labor Code section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer all wages earned and unpaid immediately upon termination.

85. Labor Code section 202 requires an employer pay to an employee who quits her or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

86. Labor Code section 203 provides that an employer who fails to pay all wages earned and due an employee who is discharged or who quits within the timeframe set forth in sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer

owes the employee her or her daily rate of pay at their regular rate of pay for each day the full amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

87. Plaintiff and members of the Plaintiff Class who terminated employment within four (4) years of the filing of this complaint until the date of entry of judgment, without being paid the proper payments as described herein are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

**EIGHTH CAUSE OF ACTION**  
**Unfair/Unlawful Business Practices**  
**(Bus. & Prof. Code, §§ 17200 et seq.)**

**By Plaintiff and Plaintiff's Class against All Defendants**

88. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

89. Plaintiff brings this claim individually and on behalf of Class Members.

90. Business and Professions Code section 17200 ("UCL") prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

91. Business and Professions Code section 17204 allows "any person who has suffered injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil action for violation of the UCL.

92. Labor Code section 90.5, subdivision (a), states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

93. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this complaint, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this complaint, including, but not limited to, violations of Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, , as well as other statutes.

1           94.     The violations of these laws and regulations, as well as of fundamental California  
2 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of  
3 Business and Professions Code sections 17200 et seq.

4           95.     As a result of these actions, Plaintiff, on information and belief, alleges that  
5 Defendant are able to unfairly compete with other comparable companies in the State of  
6 California in violation of Business and Professions Code sections 17000 et seq. and sections  
7 17200 et seq. Due to these unlawful, unfair, and/or fraudulent business practices, Defendant have  
8 gained a competitive advantage over other comparable companies doing business in the State of  
9 California.

10          96.     The victims of these unlawful, unfair, and/or fraudulent business practices include,  
11 but are not limited to, Plaintiff, putative Class Members, competing digital marketing companies  
12 in the State of California, County of Orange, and the general public. Plaintiff is informed and  
13 believes, and thereon alleges, that Defendant performed the above-mentioned acts with the intent  
14 of gaining an unfair competitive advantage and thereby injuring Plaintiff, putative class members,  
15 other competitors, and the general public.

16          97.     Plaintiff's success in this action will enforce important rights affecting the public  
17 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf  
18 of herself.

19          98.     Business and Professions Code sections 17203 provides that a court may make  
20 such orders or judgments as may be necessary to prevent the use or employment by any person  
21 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate  
22 to prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and  
23 business practices alleged above.

24          99.     Business and Professions Code section 17203 provides that the Court may restore  
25 to any person in interest any money or property that may have been acquired by means of such  
26 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business  
27 and Professions Code section 17203 for wages and payments unlawfully withheld from  
28 employees, including the fair value of the meal and rest periods and other losses alleged herein,

1 during the four-year period prior to the filing of this complaint. All remedies are cumulative  
2 pursuant to Business and Professions Code section 17205.

3 100. Business and Professions Code section 17202 provides: “Notwithstanding section  
4 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
5 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled  
6 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and  
7 Professions Code section 17202.

8 101. Plaintiff requests injunctive relief pursuant to Business and Professions Code  
9 section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged  
10 herein.

11 102. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is  
12 a financial burden involved in pursuing this action. The action is seeking to vindicate a public  
13 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to  
14 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to  
15 Code of Civil Procedure section 1021.5 and others.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff prays for judgment as follows:

18 1. That the Court determine that this action may be maintained as a class action under  
19 Code of Civil Procedure section 382;

20 2. The Court appoint Plaintiff JENNY YANG as Class Representative;

21 3. The Court appoint Amir Seyedfarshi of Employment Rights Lawyers, APC as  
22 class counsel;

23 4. For compensatory and statutory damages;

24 5. For restitution of all monies due to Plaintiff and Plaintiff Class from the  
25 unlawful/unfair business practices of Defendant;

26 6. For injunctive relief;

27 7. For statutory and civil penalties according to proof;

28 8. For reasonable attorneys’ fees and costs pursuant to Labor Code section 226,

subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable laws statutes;

9. On the FIRST Cause of Action:

a. A Declaratory judgment that Defendant has violated California Labor Code sections 510, 1195, & 1198; and

b. An award to Plaintiff and the other members of the Class in the amount of their overtime unpaid wages.

10. On the SECOND Cause of Action:

a. A Declaratory judgment that Defendant has violated California Labor Code sections 204, 1194, and 1197;

b. An award to Plaintiff and the other members of the Class in the amount of their unpaid minimum wages; and

c. Reasonable attorneys' fees, costs of suit and prejudgment interest.

11. On the THIRD Cause of Action:

a. A declaratory judgment that Defendant violated California Labor Code §§ 226.7, 512 and Section 11 of IWC Wage Order 4-2001; and

b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiff and the Meal Break Class Members for an hour of pay for each day that a timely, duty-free meal period was not provided during the Class Period.

12. On the FOURTH Cause of Action:

a. A declaratory judgment that Defendant violated California Labor Code § 226.7, and Section 12 of IWC Wage Order 4-2001; and

b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiff and the Rest Break Class Members for an hour of pay for each day that a timely, duty-free rest period was not provided during the Class Period.

14. On the FIFTH Cause of Action:

d. A declaratory judgment that Defendant violated California Labor Code §226 by issuing inaccurate and/or incomplete wage statements that failed to include the start

1 date for each pay period, the correct amount of gross wages earned, net wages earned, or the  
2 applicable hourly rates in effect during the pay period and the corresponding number of hours  
3 worked at each hourly rate to Plaintiff and the wage statement Class Members; and

4 e. An award to Plaintiff and Class Members of \$50 for each initial pay  
5 period, one year prior to the filing of this Complaint through the date of trial, in which a  
6 violation of Section 226 occurred and \$100 for each subsequent pay period, one year prior to  
7 the filing of this Complaint through the date of trial, in which a violation of Section 226  
8 occurred, not to exceed \$4,000 for each member of the Class, as well as an award of costs and  
9 reasonable attorney's fees, pursuant to Labor Code § 226(e).

10 b. On the SIXTH Cause of Action:

11 a. A declaratory judgment that Defendant violated California Labor Code  
12 § 204 and § 210; and

13 b. Pursuant to Labor Code § 204 and § 210, an award to Plaintiff and the  
14 Class for penalties pursuant to Labor Code § 210.

15 c. A declaratory judgment that Defendant violated California Labor Code  
16 §226 by issuing inaccurate and/or incomplete wage statements that failed to include the start  
17 date for each pay period, the correct amount of gross wages earned, net wages earned, or the  
18 applicable hourly rates in effect during the pay period and the corresponding number of hours  
19 worked at each hourly rate to Plaintiff and the wage statement Class Members; and

20 d. An award to Plaintiff and Class Members of \$50 for each initial pay  
21 period, one year prior to the filing of this Complaint through the date of trial, in which a  
22 violation of Section 226 occurred and \$100 for each subsequent pay period, one year prior to  
23 the filing of this Complaint through the date of trial, in which a violation of Section 226  
24 occurred, not to exceed \$4,000 for each member of the Class, as well as an award of costs and  
25 reasonable attorney's fees, pursuant to Labor Code § 226(e).

26 15. On the SEVENTH Cause of Action:

27 a. A declaratory judgment that Defendant violated California Labor Code  
28 §§ 201-203, 558, and 2699;

1           b. Pursuant to Cal. Labor Code §§ 201-203, an award to Plaintiff and the  
2 Waiting Time Class members for waiting time penalties in the amount of 30 days' wages per  
3 Waiting Time Class Member.

4           16. On the EIGHTH Cause of Action:

5           a. That the Court finds and declares that Defendant has violated the UCL  
6 and committed unfair and unlawful business practices by failing to pay meal and rest break  
7 premiums, failing to pay minimum wages;

8           b. Restitution, including, but not limited to, the relief permitted by section  
9 226.7 of the California Labor Code (i.e., pay as specified for meal and rest period premiums  
10 to Plaintiff and the members of the Class during the Class Period; and

11           c. Reasonable attorneys' fees, costs of suit, and prejudgment interest.

12           17. That the Court award such other and further relief as this Court may deem  
13 appropriate.

14  
15 Dated: July 29, 2024

**EMPLOYMENT RIGHTS LAWYERS, APC**

16  
17  
18 By: Amir Seyedfarshi  
19 Amir Seyedfarshi, Esq.  
20 Attorney for Plaintiff JENNY YANG, as an  
21 individual and on behalf of all similarly  
22 situated employees  
23  
24  
25  
26  
27  
28

1 **DEMAND FOR JURY TRIAL**

2

3 Plaintiff Jenny Yang, on behalf of herself and all Class Members, hereby demands a jury

4 trial on all causes of action and claims with respect to which they have a right to a jury trial.

5

6 Dated: July 29, 2024

**EMPLOYMENT RIGHTS LAWYERS, APC**

7

8 By: Amir Seyedfarshi

9 Amir Seyedfarshi, Esq.

10 Attorney for Plaintiff JENNY YANG as an

11 individual and on behalf of all similarly

12 situated employees

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## EXHIBIT 1

|     |        |        |       |            |     |
|-----|--------|--------|-------|------------|-----|
| CO. | FILE   | DEPT.  | CLOCK | VCHR. NO.  | 075 |
| ZRX | 001990 | 000700 |       | 0000380092 | 1   |

# Earnings Statement



BRANDREP INC  
2850 RED HILL AVENUE, SUITE 100  
SANTA ANA, CA 92750

Period Beginning: 09/01/2023  
Period Ending: 09/15/2023  
Pay Date: 09/22/2023

JENNY YANG

Social Security Number: XXX-XX-2308

| Earnings     | rate    | hours | this period | year to date |
|--------------|---------|-------|-------------|--------------|
| Regular      | 15.5000 | 78.77 | 1,220.94    | 21,736.99    |
| Overtime     | 23.2500 | .45   | 10.46       | 82.31        |
| HOLIDAY      | 15.5000 | 8.00  | 124.00      | 616.00       |
| Sales Comm   |         |       | 2,026.00    | 15,929.93    |
| SPIF - Bonus |         |       | 15.00       | 40.00        |
| Bonus Sales  |         |       |             | 180.00       |
| Sick         |         |       |             | 356.50       |
| Gross Pay    |         |       | \$3,396.40  | 38,941.73    |

| Other Benefits and Information | this period | total to date |
|--------------------------------|-------------|---------------|
| KWAGES                         | 3,396.40    |               |
| Sick Available                 | 1.06        |               |
| Vac Unpaid                     | -64.00      |               |
| Totl Hrs Worked                | 87.22       |               |

## Important Notes

COMPANY PH#:+1 949 825 7828

BASIS OF PAY: HOURLY

| Deductions          | Statutory |            |
|---------------------|-----------|------------|
| Federal Income Tax  | -464.15   | 4,135.13   |
| Social Security Tax | -210.58   | 2,414.39   |
| Medicare Tax        | -49.25    | 564.66     |
| CA State Income Tax | -79.40    | 561.27     |
| CA SDI Tax          | -30.57    | 350.48     |
| Net Pay             |           | \$2,562.45 |
| Checking 1          | -2,562.45 |            |
| Net Check           |           | \$0.00     |

Your federal taxable wages this period are  
\$3,396.40

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BRANDREP INC  
2850 RED HILL AVENUE, SUITE 100  
SANTA ANA, CA 92750

Advice number: 00000380092  
Pay date: 09/22/2023

|                             |                |             |            |
|-----------------------------|----------------|-------------|------------|
| Deposited to the account of | account number | transit ABA | amount     |
| JENNY YANG                  | XXXXXXXXXX0153 | XXXX XXXX   | \$2,562.45 |

NON-NEGOTIABLE

|     |        |        |       |            |     |
|-----|--------|--------|-------|------------|-----|
| CO. | FILE   | DEPT.  | CLOCK | VCHR. NO.  | 075 |
| ZRX | 001990 | 000700 |       | 0000470083 | 1   |

# Earnings Statement



BRANDREP INC  
2850 RED HILL AVENUE, SUITE 100  
SANTA ANA, CA 92750

Period Beginning: 11/01/2023  
Period Ending: 11/15/2023  
Pay Date: 11/22/2023



JENNY YANG



Social Security Number: XXX-XX-2308

| Earnings         | rate    | hours | this period       | year to date |
|------------------|---------|-------|-------------------|--------------|
| Regular          | 15.5000 | 71.98 | 1,115.69          | 26,489.46    |
| Overtime         | 23.2500 | 1.30  | 30.23             | 148.59       |
| Sales Comm       |         |       | 484.75            | 19,635.18    |
| Bonus Sales      |         |       |                   | 180.00       |
| HOLIDAY          |         |       |                   | 616.00       |
| PDM              |         |       |                   | 31.00        |
| Sick             |         |       |                   | 356.50       |
| SPIF - Bonus     |         |       |                   | 40.00        |
| <b>Gross Pay</b> |         |       | <b>\$1,630.67</b> | 47,496.73    |

| Other Benefits and Information | this period | total to date |
|--------------------------------|-------------|---------------|
| KWAGES                         | 1,630.67    |               |
| Sick Available                 | 1.06        |               |
| Vac Unpaid                     | -64.00      |               |
| Totl Hrs Worked                | 73.28       |               |

## Important Notes

COMPANY PH#:+1 949 825 7828

BASIS OF PAY: HOURLY

| Deductions          | Statutory         |          |
|---------------------|-------------------|----------|
| Federal Income Tax  | -138.76           | 4,963.01 |
| Social Security Tax | -101.10           | 2,944.80 |
| Medicare Tax        | -23.64            | 688.70   |
| CA State Income Tax | -10.67            | 649.92   |
| CA SDI Tax          | -14.68            | 427.47   |
| <b>Net Pay</b>      | <b>\$1,341.82</b> |          |
| Checking 1          | -1,341.82         |          |
| <b>Net Check</b>    | <b>\$0.00</b>     |          |

Your federal taxable wages this period are  
\$1,630.67

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BRANDREP INC  
2850 RED HILL AVENUE, SUITE 100  
SANTA ANA, CA 92750

Advice number: 00000470083  
Pay date: 11/22/2023

| Deposited to the account of | account number | transit ABA | amount     |
|-----------------------------|----------------|-------------|------------|
| JENNY YANG                  | XXXXXXXXXX0153 | XXXX XXXX   | \$1,341.82 |

THIS IS NOT A CHECK

NON-NEGOTIABLE