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on behalf of herself and others similarly situated

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

KRISTINE GHUKASYAN, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

PANDORA VENTURES, LLC dba
PANDORA, a Maryland limited liability
company; PANDORA JEWELRY LLC, a
Maryland limited liability company;
PANDORA VENTURES, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
08/27/2024
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Case No. 24STCV15396

CLASS ACTION

Assigned for All Purposes To:

Hon. William F. Highberger
Dept.: 10

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Reimbursement of Necessary Business
Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Failure to Produce Requested
Employment Records Under Labor Code
§§ 226 and 1198.5;
11. Penalties Pursuant to Labor Code § 203; and
12. Violation of Business & Professions Code §
17200 *et seq.* and
13. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff KRISTINE GHUKASYAN, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants PANDORA
8 VENTURES, LLC dba PANDORA; PANDORA JEWELRY LLC; PANDORA VENTURES; and
9 DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff
10 alleges that Defendants, and each of them, violated various provisions of the California Labor
11 Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business &
12 Professions Code, and seeks redress therefore.

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

24 3. Defendants failed to provide Plaintiff and Employees with lawful meal and rest
25 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
26 duty-free meal and rest periods as required by the Labor Code. Defendants also failed to pay all
27 wages due and owing for off-the-clock work. Defendants also failed to pay all wages due and
28 owing for on-call time. Defendants thus failed to pay Plaintiff and the Class members for all hours

1 worked, and provided them with inaccurate wage statements that prevented Plaintiff and the Class
2 from learning of these unlawful pay practices.

3 THE PARTIES

4 A. The Plaintiff

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

8 B. The Defendants

9 5. Defendant PANDORA VENTURES, LLC dba PANDORA is a Maryland limited
10 liability company, with its principle executive offices in Baltimore, Maryland and has been listed
11 on Plaintiff's W2 and paystubs during the relevant time period. PANDORA VENTURES, LLC
12 dba PANDORA does not list a California address with the California Secretary of State, but upon
13 information and belief, employs Plaintiff and Employees in Los Angeles County, including at
14 Defendants' offices and facilities in Glendale, California and throughout California and conducts
15 business throughout California.

16 6. Defendant PANDORA JEWELRY LLC, is a Maryland limited liability company
17 and has been listed as the employer on Plaintiff's employee handbook during the relevant time
18 period. PANDORA JEWELRY LLC does not list a California address with the California
19 Secretary of State, but upon information and belief, employs and employs Plaintiff and Employees
20 in Los Angeles County, including at Defendants' offices and facilities in Glendale, California and
21 throughout California and conducts business throughout California.

22 7. Defendant PANDORA VENTURES is an entity of unknown form with its
23 principle executive offices in Baltimore, Maryland and has been listed as the employer on
24 Plaintiff's W2 during the relevant time period. PANDORA VENTURES is not registered with the
25 California Secretary of State, but upon information and belief, employs Plaintiff and Employees
26 in Los Angeles County, including at Defendants' offices and facilities in Glendale, California and
27 throughout California and conducts business throughout California.

28 8. The true names and capacities, whether individual, corporate, associate, or

whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

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

JURISDICTION AND VENUE

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

FACTUAL BACKGROUND

11. The Employees who comprise the Class and Collective, including Plaintiff, are

1 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
2 Employees who work in nonexempt positions at the direction of Defendants in the State of
3 California. Plaintiff and the Class members were either not paid by Defendants for all hours
4 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
5 Plaintiff and Employees were not paid for the time that they worked “pre-shift” by filing out
6 COVID-19 questionnaires before clocking in and “post-shift” without compensation by
7 undergoing bag checks after clocking out. Moreover, Employees were not paid for the time spent
8 they worked off the clock by: (1) answering work-related phone calls and messages; (2) creating
9 schedules; and (3) doing paperwork. Defendants also failed to provide sufficient compensation for
10 on-call time, failed to provide meal and rest breaks, and failed to furnish accurate wage statements,
11 all in violation of various provisions of the California Labor Code and applicable Wage Orders.
12 Additionally, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive
13 pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
14 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
15 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
16 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
17 when Plaintiff and Employees worked overtime and received nondiscretionary commissions,
18 incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all
19 overtime wages by paying a lower overtime rate than required.

20 12. Defendants also failed to pay Class members all wages due and owing because
21 Defendants failed to pay for on-call or standby time. Specifically, Defendants would contact
22 Plaintiff and inform her that she was needed at work. Plaintiff then had to report to work and was
23 not paid on-call or standby pay. Upon information and belief, Class members were also required to
24 be on-call and were not compensated for on-call or standby pay.

25 13. During the course of Plaintiff and the Class members’ employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.

28 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
2 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
3 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
4 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
5 regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiff and
6 Employees worked overtime and received nondiscretionary commissions, incentive pay, shift
7 differentials, and/or nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a
8 lower overtime rate than required.

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

18 16. As a matter of uniform Company policy, Plaintiff and the Class members were
19 required to work during their meal and rest breaks which were not compensated by Defendants in
20 violation of the California Labor Code. Plaintiff and the Class members were also not paid
21 regular wages and overtime for the time they were required to comply with other requirements
22 imposed upon them, which they had to complete while working through their meal and rest
23 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
24 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
25 appropriate overtime rate for all such hours, including by being required to perform work duties
26 and tasks without pay. As a result, Plaintiff and the Class members worked substantial overtime
27 hours during their employment with Defendants for which they were not compensated, in
28 violation of the California Labor Code, applicable IWC Wage Orders.

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

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

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

22 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants have regularly required Employees to work shifts in excess
24 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
25 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
26 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
27 hour of wages at each Employee's effective regular rate of pay, for each meal period that
28 Defendants failed to provide or deficiently provided.

1 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
3 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
4 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
5 provided or were deficiently provided at one hour of wages at each Employee's effective regular
6 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

7 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing showing the correct rate of pay and total hours
10 worked, as required by California wage-and-hour laws. The wage statements provided to
11 Employees were confusing as they failed to include the above requirements enumerated above.
12 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
13 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each such rate in violation of Labor Code
15 § 226 (a)(9). The wage statements provided to Employees were confusing and required Employees
16 to engage in discovery and refer to outside sources to verify whether their pay was correct and
17 potentially resulting in a miscalculation by the Employees. Moreover, the wage statements given
18 to Employees by Defendants failed to accurately account for wages, overtime, all of which
19 Defendants knew or reasonably should have known were owed to Employees, as alleged
20 hereinabove.

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

24 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
26 performance of their job duties for Defendants including, the cost of cellphone usage, which were
27 necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

28 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing

1 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
2 and receive all of their payroll records, timecards, and personnel records.

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

7 27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
8 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.* 246, 510, 512, 558, 558.1,
9 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

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

13 CLASS ALLEGATIONS

14 29. Plaintiff brings this class action on behalf of herself and all others similarly situated
15 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
16 all individuals employed by Defendants, at any time within four (4) years of the filing of this
17 lawsuit, and have been employed by Defendants within the State of California.

18 30. Further, Plaintiff seeks to represent the following Subclasses composed of and
19 defined as follows:

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

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

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

28 d. Subclass 4. Rest Break Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

j. Subclass 10. Failure to Produce Requested Employment Records Subclass. All Class members who, within the applicable limitations period, were denied the right to inspect and receive all of their payroll records, timecards, and personnel records.

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

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

31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

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

4 **A. Numerosity**

5 33. The potential members of the class as defined are so numerous that joinder of all
6 the member of the class is impracticable. While the precise number of class member has not been
7 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
8 time period relevant to this lawsuit, employed more than 100 individuals were employed by
9 Defendant's within the State of California.

10 34. Accounting for employee turnover during the relevant time period increases this
11 number substantially. Plaintiff alleges that Defendants' employment records will provide
12 information as to the number and location of all class members.

13 **B. Commonality**

14 35. There are questions of law and fact common to the class that predominate over any
15 questions affecting only individual class members. These common questions of law and fact
16 include:

- 17 a. Whether Defendants failed to pay Employees minimum wages;
- 18 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 19 c. Whether Defendants failed to pay Employees overtime as required under Labor
20 Code § 510;
- 21 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
22 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
23 premium pay in lieu thereof;
- 24 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
25 Orders, by failing to provide Employees with requisite rest breaks or premium pay
26 in lieu thereof;
- 27 f. Whether Defendants failed to pay Employees vacation wages as required under
28 Labor Code § 227.3;

- g. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants violated Labor Code §§ 226 and 1198;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

36. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

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

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

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(Against All Defendants)**

7 40. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 41. Defendants failed to pay Employees minimum wages for all hours worked.
10 Defendants had a consistent policy and/or practice of failing to pay Employees minimum wages
11 for all hours worked. Employees would work hours and not receive wages, including as alleged
12 above in connection with working during meal breaks and working “pre-shift” by filling out
13 COVID-19 questionnaires, “post-shift” without compensation by undergoing bag checks, and
14 receiving phone calls and messages, creating schedules, and doing paperwork while off-the-
15 clock. Further, Plaintiff was required to be on-call while off-the-clock. Defendants thus regularly
16 failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay
17 Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants’
18 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
19 the Class as a whole, as a result of implementing a uniform policy and practice that denied
20 accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

21 42. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
22 states:

23 The minimum wage for employees fixed by the commission is the
24 minimum wage to be paid to employees, and the payment of a less
25 wage than the minimum so fixed is unlawful.

26 43. The applicable minimum wages fixed by the commission for work during the
27 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
28 therefore entitled to double the minimum wage during the relevant period.

///

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

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of
7 this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney's fees and costs of suit.

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

11 46. California Labor Code § 1194.2 also provides for the following remedies:

12 In any action under Section 1194 . . . to recover wages because of
13 the payment of a wage less than the minimum wages fixed by an
14 order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

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

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

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

 50. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours

1 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
2 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
3 paying Employees wages for all hours worked including time off the clock working “pre-shift”
4 by filling out COVID-19 questionnaires, “post-shift” without compensation by undergoing bag
5 checks, and receiving phone calls and messages, creating schedules, and doing paperwork while
6 off-the-clock. Further, Plaintiff was required to be on-call while off-the-clock. Employees
7 regularly worked over 8 hours on a given day without receiving overtime compensation.

8 51. Furthermore, on information and belief, Defendants did not pay Plaintiff and
9 Employees the correct overtime rate for the recorded overtime hours that they generated. In
10 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
11 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
12 information and belief, Defendants failed to incorporate all remunerations, including
13 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
14 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
15 wage rate.

16 52. Therefore, during times when Plaintiff and Employees worked overtime and
17 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
18 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
19 required.

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

26 54. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

28 55. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the

relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

58. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law. What meal periods were provided were also not duty-free and were often interrupted.

59. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did

1 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
2 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

6 **FOURTH CAUSE OF ACTION**
7 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**
8 **(Against All Defendants)**

9 61. Plaintiff re-alleges and incorporates all preceeding paragraphs, as though set forth
10 in full herein.

11 62. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
12 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
13 not less than ten (10) minutes for each consecutive four (4) hour shift.

14 63. Defendants failed to provide Employees with timely rest breaks of not less than ten
15 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were
16 consistently on-duty as Employees had to be ready to serve customers. In addition, Employees
17 were not permitted to leave the premises on rest breaks unless rest breaks were taken off-the-
18 clock.

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

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

4 **FIFTH CAUSE OF ACTION**
5 **FAILURE TO PAY VACATION WAGES**
6 **(Against All Defendants)**

7 66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

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

13 68. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
14 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
15 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

16 69. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
17 Code § 227.3.

18 **SIXTH CAUSE OF ACTION**
19 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
20 **(Against All Defendants)**

21 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

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

27 72. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
28 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of

1 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
2 calculating the amount of paid sick time due when sick time is used according to the requirements
3 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
4 rate, in violation of the law.

5 73. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
6 Code §§ 245 *et seq.* and 246.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES IN**
9 **VIOLATION OF LABOR CODE § 2802**
10 **(Against All Defendants)**

11 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

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

16 76. Employees incurred necessary expenditures in the performance of their job duties
17 for Defendants, namely the cost of cell phone usage, which were necessary to perform their duties
18 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
19 continuing to the present, Defendants consistently failed to reimburse Employees for these
20 necessarily incurred business expenses.

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

24 **EIGHTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 226(a)**
26 **(Against All Defendants)**

27 78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

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

8 80. Defendants failed to provide Employees with accurate itemized wage statements in
9 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
10 Defendants, failed to include the above requirements enumerated above. Employees' wage
11 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
12 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).
14 Additionally, Defendants failed in their affirmative obligation to keep accurate records of the
15 correct overtime wages based on proper regular rate calculations that included nondiscretionary
16 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
17 total amount of compensation of their Employees. The wage statements provided to Employees
18 were confusing and required Employees to engage in discovery and refer to outside sources to
19 verify whether their pay was correct and potentially resulting in a miscalculation by the
20 Employees. Moreover, the wage statements given to Employees by Defendants failed to accurately
21 account for wages and overtime, all of which Defendants knew or reasonably should have known
22 were owed to Employees, as alleged hereinabove.

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

28 82. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover

1 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
2 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
3 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
4 award of costs and reasonable attorneys' fees.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

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

11 84. allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

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

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

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**
24 **CODE §§ 226 and 1198**

25 **(Against All Defendants)**

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

28 89. Pursuant to California Labor Code § 226, current and former employees have the

1 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
2 request to their employer. Under this statute, an employer that receives a request to inspect or
3 receive a copy of records pertaining to a current or former employee must comply with the request
4 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
5 request.

6 90. Pursuant to California Labor Code § 1998.5(a), every current and former employee,
7 or his or her representative, has the right to inspect and receive a copy of the personnel records
8 that the employer maintains relating to the employee's performance or to any grievance concerning
9 the employee. Under this statute, upon written request from a current or former employee or his or
10 her representative, an employer must make the contents of those personnel records available for
11 inspection or provide a copy of the personnel records to the current or former employee, or his or
12 her representative, not later than thirty (30) calendar days from the date the employer receives the
13 written request, subject to some limited exceptions. Failure to comply with these requests allows
14 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
15 226(f).

16 91. Plaintiff sent written requests through her counsel to Defendants for their payroll
17 records, timecards, and personnel records. However, Plaintiff has not received any of her
18 requested records as of the date of this Complaint despite numerous requests.

19 92. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
20 produce the required records requested by Plaintiff.

21 93. On information and belief, Defendants' failure to provide Plaintiff with all of her
22 requested employment records is not an isolated incident, but was instead consistent with
23 Defendants' policy and practice that applied to Plaintiff and Employees.

24 94. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
25 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

26 95. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
27 hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

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

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

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

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

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

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

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

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

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

103. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

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

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

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

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

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

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

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

1 have unlawfully failed to pay.

2 **THIRTEENTH CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

4 **(Against All Defendants)**

5 111. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 112. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
8 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
9 alleged violators, Defendants.

10 113. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
12 penalty provisions, without limitation, based on the following California Labor Code sections:
13 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
14 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

15 114. The penalties shall be allocated as follows: 65% to the Labor and Workforce
16 Development Agency (LWDA) and 35% to the affected employee.

17 115. Employees also seek any and all penalties and remedies set forth in Labor Code §
18 558, which states:

19 (a) Any employer or other person acting on behalf of an employer who
20 violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare
22 Commission shall be subject to a civil penalty as follows: (1) For any initial
23 violation, fifty dollars (\$50) for each underpaid employee for each pay
24 period for which the employee was underpaid in addition to an amount
25 sufficient to recover underpaid wages. (2) For each subsequent violation,
one hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages. (3) Wages recovered pursuant to this
section shall be paid to the affected employee.

26 (b) If upon inspection or investigation the Labor Commissioner
27 determines that a person had paid or caused to be paid a wage for overtime
28 work in violation of any provision of this chapter, or any provision
regulating hours and days of work in any order of the Industrial Welfare
Commission, the Labor Commissioner may issue a citation. The procedures
for issuing, contesting, and enforcing judgments for citations or civil

1 penalties issued by the Labor Commissioner for a violation of this chapter
2 shall be the same as those set out in Section 1197.1.

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

5 116. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
6 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
10 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

11 117. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
12 LWDA and Defendants postmarked June 20, 2024. The LWDA has not provided notice of its
13 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
14 letters.

15 **RELIEF REQUESTED**

16 WHEREFORE, Plaintiff prays for the following relief:

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

1 be proven;

2 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

3 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

4 8. For penalties pursuant to Labor Code § 227.3, as may be proven;

5 9. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

6 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
7 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

8 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

9 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

10 13. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

12 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13 15. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

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

19 17. For all general, special, and incidental damages as may be proven;

20 18. For an award of pre-judgment and post-judgment interest;

21 19. For an award providing for the payment of the costs of this suit;

22 20. For an award of attorneys' fees; and

23 21. For such other and further relief as this Court may deem proper and just.

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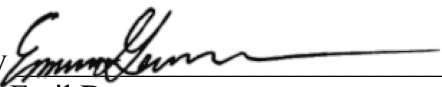
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1 DATED: August 26, 2024

D.LAW, INC.

2

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By 

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Emil Davtyan
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
KRISTINE GHUKASYAN,
and the putative class

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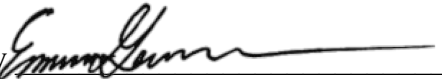
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 26, 2024

D.LAW, INC.

By 

Emil Davtyan
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
KRISTINE GHUKASYAN,
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

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[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

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

Natalia Bermudes