

1 **AEGIS LAW FIRM, PC**
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251
9 Email: jcampbell@aegislawfirm.com

10 Attorneys for Plaintiff, Tykeara Tierane Howard, individually,
11 and on behalf of all others similarly situated.

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

14 TYKEARA TIERANE HOWARD,
15 individually and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 v.

19 GOODWILL INDUSTRIES OF
20 SOUTHERN CALIFORNIA;
21 GOODWILL RETAIL SERVICES; and
22 DOES 1 through 20, inclusive.

Case No. 24STCV24334

[Assigned for all purposes to The Honorable
Stuart M. Rice, Dept. 1]

FIRST AMENDED COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Tykeara Tierane Howard, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Tykeara Tierane Howard ("Plaintiff") brings this representative action
5 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 defendants Goodwill Industries of Southern California; Goodwill Retail Services; and DOES 1
7 through 20, inclusive (collectively, "Defendants"), on Plaintiff's own behalf and on behalf of
8 persons who are and were employed by any or all Defendants as non-exempt employees
9 throughout California.

10 2. Defendants provide services or goods throughout California.

11 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair
14 competition.

15 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to reimburse necessary business-related costs;
- 22 (e) failing to provide accurate itemized wage statements;
- 23 (f) failing to pay wages timely during employment; and
- 24 (g) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks civil penalties against Defendants on behalf of Plaintiff and all
26 others similarly situated in California for violations of Labor Code §§ 201, 202, 203, 204, 210,
27 212, 213, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
28 1197, 1197.1 1198, 2800, 2802, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

JURISDICTION AND VENUE

6. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

///

///

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the aggrieved employees.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees throughout California.

24 19. Defendants continue to employ non-exempt employees within California.

25 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
27 were knowledgeable about California's wage and hour laws, employment and personnel
28 practices, and the requirements of California law.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Aggrieved employees were entitled to receive wages for all
3 time worked (including minimum wages and overtime wages) and that they were not receiving
4 all wages earned for work that was required to be performed. In violation of the Labor Code and
5 IWC Wage Orders, Plaintiff and Aggrieved employees were not paid all wages (including
6 minimum wages and overtime wages) for all hours worked at the correct rate and within the
7 correct time.

8 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and Aggrieved employees were entitled to receive all required
10 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
11 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
12 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not
13 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
14 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Aggrieved employees were entitled to receive all rest
17 breaks or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees'
18 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
19 Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not receive all rest breaks
20 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees' regular rate
21 of pay when a rest break was missed, late, or interrupted.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Aggrieved employees were entitled to reimbursement
24 and/or indemnification for all necessary business expenditures or losses as a direct consequence
25 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
26 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees incurred necessary
27 business expenses or losses, but were not reimbursed nor indemnified of such expenses or losses
28

1 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
2 to the directions of Defendants.

3 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Aggrieved employees were entitled to receive itemized
5 wage statements that accurately showed the following information pursuant to the Labor Code:
6 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
7 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
8 deductions, provided that all deductions made on written orders of the employee may be
9 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
10 which the employee is paid; (7) the name of the employee and only the last four digits of his or
11 her social security number or an employee identification number other than a social security
12 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
13 hourly rates in effect during the pay period and the corresponding number of hours worked at
14 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Aggrieved
15 employees were not provided with accurate itemized wage statements.

16 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that the Aggrieved employees were entitled to timely payment of wages due
18 upon separation of employment. In violation of the Labor Code, the Aggrieved employees did
19 not receive payment of all wages within the permissible time periods.

20 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known they had a duty to compensate Plaintiff and Aggrieved employees, and
22 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
23 intentionally failed to do so in order to increase Defendants' profits.

24 28. Therefore, Plaintiff brings this lawsuit seeking civil penalties, attorneys' fees, and
25 costs.

26 **FIRST CAUSE OF ACTION**

27 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

1 29. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
2 as though fully set forth herein.

3 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
6 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of himself or herself and other current or
8 former employees pursuant to the procedures specified in Labor Code § 2699.3.

9 31. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 32. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
15 including, but not limited to, the following:

- 16 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12,
17 1194, 1197, and 1198 for failure to timely pay all earned wages at the
18 correct rate (including minimum wage, sick pay, and overtime wages) to
19 Plaintiff and other aggrieved employees during employment and upon
20 separation of employment as herein alleged;
- 21 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
22 periods to Plaintiff and other aggrieved employees and failure to pay
23 premium wages for missed meal periods as herein alleged;
- 24 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
25 Plaintiff and other aggrieved employees and failure to pay premium
26 wages for missed rest periods as herein alleged;

27 ///

28 ///

- 1 d. violation of Labor Code § 226 for failure to provide accurate itemized
2 wage statements to Plaintiff and other aggrieved employees as herein
3 alleged;
- 4 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
5 accurate and complete records showing, among other things, the hours
6 worked daily by and the wages paid to Plaintiff and aggrieved
7 employees;
- 8 f. violation of Labor Code §§ 212 and 213 for failure to pay Plaintiff and
9 other aggrieved employees wages in a medium negotiable and payable in
10 cash, on demand, without discount; and
- 11 g. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
12 Plaintiff and other aggrieved employees for necessary business expenses
13 as herein alleged.

14 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged
15 violator and had one or more of the violations committed against her, and therefore is properly
16 suited to represent the interests of all other aggrieved employees.

17 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
18 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
19 other aggrieved employees under PAGA.

20 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
21 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
22 cited above.

23 36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
24 herein.

25 **PRAYER FOR RELIEF**

26 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays
27 for relief and judgment against Defendants, jointly and severally, as follows:

- 28 1. For civil penalties;

1 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698
3 *et seq.*; and

4 3. For such other relief as the Court deems just and proper.
5

6 Dated: January 20, 2025

AEGIS LAW FIRM, PC

7
8 By: 
9 Jessica L. Campbell
10 Attorneys for Plaintiff
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On January 20, 2025, I served the foregoing document(s) entitled:

5 • **FIRST AMENDED COMPLAINT FOR:**

6 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

7

8 Catherine (Catie) L. Hazany Martis, Carolina S. Ogletree Deakins 19191 S. Vermont Avenue, Suite 950 9 Torrance, CA 90502 Telephone: 310-965-2073	catherine.hazany@ogletreedeakins.com veronica.rodriguez@ogletreedeakins.com carolina.martis@ogletreedeakins.com Attorneys for Defendants, Goodwill Industries of Southern California
--	--

10

11 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S.
12 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
13 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
14 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

15 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
16 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
17 *Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

18 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* §
19 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

20 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
21 5(b)(2)(A).)

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

24 Executed on January 20, 2025, at Irvine, California.

25
26 Laila Shams
27 Laila Shams
28