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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

Attorneys for Plaintiffs and all others similarly situated

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

DANIEL PEREZ, an individual; DIANA
ALVAREZ, an individual, each on their own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

v.

MINISO DEPOT CA, INC., a California
Corporation; USA MINISO DEPOT, INC., a
Delaware Corporation; and DOES 1 TO 25,
inclusive

Defendants.

Case Number: 25STCV06076

**REPRESENTATIVE PAGA ACTION
COMPLAINT**

1. VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2003
(CAL. LAB. CODE §2698 ET SEQ.)

Plaintiffs, Daniel Perez and Diana Alvarez (“Plaintiffs”), each on their own behalf and in their
representative capacity on behalf of all other similarly situated employees (the “Aggrieved
Employees”) within the State of California, bring this Representative Complaint under the Private
Attorney Generals Act of 2004 (the “PAGA”) against MINISO DEPOT CA, INC., a California
corporation; and USA MINISO DEPOT, INC., a Delaware corporation; and DOES 1 TO 25,
inclusive (“Defendants”) and state and allege as follows:

INTRODUCTION

1. Plaintiffs file this Complaint as a representative action under the Private Attorneys Generals
Act of 2004 (the “PAGA”) against Defendants for to recover civil penalties on behalf of the State of
California and all other similarly situated Aggrieved Employees of Defendants.

1 2. Defendants have engaged in systemic, uniform policies and practices that violate the
2 California Labor Code and applicable Wage Orders, impacting Plaintiffs and all similarly situated
3 current and former employees employed by Defendants in California.

4 3. This action seeks penalties and relief for a pattern of wage theft, unlawful misclassification,
5 meal and rest break violations, failure to reimburse work expenses, and retaliation/constructive
6 discharge following complaints about unlawful working conditions.

7 4. The unlawful acts complained of herein occurred, occur and will occur as a uniform,
8 companywide pattern and practice, within the time period from one year prior to the filing of this
9 Complaint up to and through the date of judgment (the “PAGA Period”).

10 11 **JURISDICTION & VENUE**

12 5. This Court has subject matter jurisdiction California Labor Code §§ 2698, et seq. and Article
13 VI of the California Constitution.

14 6. Venue is proper because Defendants’ violations occurred in Los Angeles County, where
15 Defendants employed Plaintiffs and other Aggrieved Employees.

16 **THE PARTIES**

17 **Plaintiffs**

18 7. Plaintiff Daniel Perez is a former Employee Relations Officer who was employed at
19 Defendants’ West Covina, California location from approximately April 1, 2024, to April 24, 2024.

20 8. Plaintiff Diana Alvarez is a former Talent Acquisition Specialist employed at Defendants’
21 West Covina, California location from approximately April 15, 2024, to May 30, 2024.

22 9. Plaintiffs bring this action on behalf of themselves and all other similarly situated Aggrieved
23 Employees employed by Defendants in California at any time during the relevant statutory period.

24 **Defendants**

25 10. Plaintiffs are informed and believe that Defendants MINISO DEPOT CA, INC. and USA
26 MINISO DEPOT, INC. jointly employed them and all Aggrieved Employees, acting as joint
27 employers.

28 11. Plaintiffs are informed and believe, and based thereon allege, that during the PAGA Period,
Defendants did (and continue to do) business in the State of California, County of Los Angeles.

1 12. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate,
2 of the defendants sued herein as Does 1 to 25, inclusive, and for that reason, said defendants are sued
3 under such fictitious names, and Plaintiffs will seek leave from this Court to amend this complaint
4 when such true names and capacities are discovered. Plaintiffs are informed and believe, and based
5 thereon, allege that each of said fictitious defendants, whether individual, partners, or corporate, were
6 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs
7 and the Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries,
8 and damages complained of herein.

9 13. Plaintiffs are informed and believe and based thereon, allege that at all times mentioned
10 herein, Defendants were and/or are the employers of Plaintiffs and the other similarly situated
11 Aggrieved Employees. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of the
14 other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
15 within the course and scope of said agency and employment. Defendants, and each of them, approved
16 of, condoned, or otherwise ratified every one of the acts or omissions complained of herein and
17 proximately caused the damages herein alleged.

18 14. Plaintiffs are informed and believe and based thereon, allege that each of the Defendants
19 in some manner intentionally, negligently or otherwise was responsible for the acts, omissions,
20 occurrences and transactions alleged herein.

21 ALTER EGO, AGENCY AND JOINT EMPLOYER

22 15. Plaintiffs are informed and believe and based thereon allege, that there exists such a
23 unity of interest and ownership between the Defendants that the individuality and separateness of the
24 Defendants have ceased to exist.

25 16. Plaintiffs are informed and believe, and based thereon allege, that despite the formation
26 of purportedly separate existence, Defendants are dominated by and controlled by the same persons
27 and/or entities who violated the law as cited herein;

28 17. Plaintiffs are informed and believe and base thereon allege that Defendants are owners

1 managers, officers or managing agents of the persons and/or entities who violated or caused to be
2 violated the provisions of law cited herein and the term “managing agent” has the same meaning as in
3 subdivision (b) of Section 3294 of the California Civil Code;

4 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants were
5 segregated to appear as though separate and distinct for purposes of circumventing a statute, or
6 accomplishing some or wrongful or inequitable purpose. Plaintiffs are informed and believe, and based
7 thereon allege, that the business affairs of Defendants are and at all times relevant were so mixed and
8 intermingled that the same cannot be reasonably segregated, and the same are in inextricable confusion.
9 Each of Defendants at all times relevant was used by one another as a mere shell and conduit for the
10 conduct of certain of Defendants’ affairs, and is, and was, the alter ego of the others. The recognition
11 of the separate existence of Defendants would not promote justice in that it would permit Defendants
12 to insulate themselves from liability to Plaintiffs for violations of the Labor Code and other statutory
13 violations. The corporate existence of Defendants should be disregarded in equity and for the ends of
14 justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs and Aggrieved
15 Employees.

16 19. Accordingly, based upon information and belief, Plaintiffs allege that Defendants
17 constitute the alter ego of one another and the fiction of their separate corporate existence must be
18 disregarded.

19 20. As a result of the aforementioned facts, Plaintiffs are informed and believe and based
20 thereon allege, that Defendants were Plaintiffs and Aggrieved Employees’ joint employers by virtue of
21 a joint and collaborative enterprise and that Plaintiffs and the Aggrieved Employees were employees
22 of the Defendants. Plaintiffs and the Aggrieved Employees performed services for each of the
23 Defendants, to the mutual benefit of the Defendants and each of the Defendants shared control of the
24 Plaintiffs and Aggrieved Employees as employees, either directly or indirectly and the manner in which
25 Defendants’ business was and is conducted.

26 **COMMON FACTS AND GENERAL ALLEGATIONS**

27 21. Defendants employed Plaintiffs and all other Aggrieved Employees in non-exempt
28 administrative, HR support, and operational roles at multiple California retail locations.

22. Defendants misclassified many employees, including Plaintiffs, as salaried exempt employees, despite assigning them routine, non-discretionary, clerical work under strict supervision, with no independent authority to hire, fire, or exercise policy-making discretion.

23. Plaintiffs and Aggrieved Employees performed work that was closely monitored, standardized, and governed by corporate policies, disqualifying them from exempt status under California law.

Unlawful Meal and Rest Break Policies

24. Defendants implemented a company-wide policy and practice of denying meal and rest breaks to Aggrieved Employees, who were:

- Required to remain on-call during meal periods.
- Interrupted to handle work-related tasks during breaks.
- Denied second meal periods after working over 10 hours.
- Routinely required to work through breaks due to chronic understaffing.

25. Despite these violations, Defendants failed to pay meal and rest break premiums to Plaintiffs and all Aggrieved Employees.

Off-the-Clock Work

26. Defendants maintained a widespread policy requiring off-the-clock work, including:

- Performing work during unpaid meal and rest periods.
- Responding to emails, calls, and work-related communications outside scheduled shifts.
- Failing to record all hours worked, violating California's recordkeeping laws.

Unreimbursed Work Expenses

27. Defendants required Plaintiffs and similarly situated Aggrieved Employees to:

- Use their personal cell phones to conduct company business.
- Respond to work-related communications outside of scheduled shifts.
- Perform administrative and operational duties requiring personal devices without reimbursement.

28. Defendants failed to reimburse these necessary business expenses, in violation of Labor Code § 2802.

1 Unlawful Employment Agreements

2 29. Defendants maintained unlawful employment agreements, which:

- 3 • Waived the right to bring representative PAGA actions, violating Labor Code § 432.6.
- 4 • Imposed illegal non-compete clauses, violating Business & Professions Code § 16600.
- 5 • Included overbroad non-disparagement clauses, restricting legally protected speech
- 6 under Labor Code § 232.5.
- 7 • Required each party to bear their own attorneys' fees in employment disputes,
- 8 violating Labor Code § 2699(g)(1).

9 Systemic Retaliation and Constructive Discharge

10 30. Defendants maintained a company-wide practice of retaliating against employees who raised
11 concerns about unlawful wages, working conditions, and violations of law. This retaliation policy
12 included:

- 13 • Increasing scrutiny and micromanagement of employees who spoke up.
- 14 • Issuing pretextual performance warnings.
- 15 • Publicly disclosing confidential personal or medical information to embarrass or
- 16 intimidate employees.
- 17 • Creating intolerable working conditions, forcing constructive discharge of employees
- 18 who raised concerns.

19 31. This systemic retaliation and constructive discharge scheme affected not only Plaintiffs
20 Daniel Perez and Diana Alvarez, but also numerous other Aggrieved Employees who:

- 21 • Questioned the accuracy of their wage statements.
- 22 • Complained about missed breaks or off-the-clock work.
- 23 • Requested paid sick leave or medical accommodations.
- 24 • Raised concerns about unlawful terms in employment agreements.

25 32. Defendants' unlawful retaliation and constructive discharge policies violate Labor Code §§
26 98.6 and 1102.5 and are enforceable under PAGA.

CAUSE OF ACTION

Violation of the PAGA

(Cal. Lab. Code § 2698, et seq.)

**(Plaintiffs on their own behalf and on behalf of the Aggrieved Employees
as to Defendants and Does 1-25, inclusive)**

33. Plaintiffs (the “PAGA Representative Plaintiffs”) incorporate by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

34. PAGA Representative Plaintiffs, by their employment with Defendants and Defendants’ violations of the Labor Code as alleged herein, are aggrieved employees with standing to bring an action under the PAGA.

35. PAGA Representative Plaintiffs, by virtue of **Exhibits A and B hereto**, have satisfied all prerequisites to serve as representative of the Aggrieved Employees to enforce California’s labor laws including, without limitation, the penalty provisions identified in Cal. Lab. Code §2699.5. Since the LWDA took no steps within the time period required to intervene and because Defendants took no corrective action to remedy the allegations set forth above, the PAGA Representative Plaintiffs, as representatives of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, LWDA and/or the DLSE. Specifically, PAGA Representative Plaintiffs seek, on behalf of themselves and all current and former Aggrieved Employees, penalties provided by Cal. Lab. Code § 2699(f) for violations of, inter alia, Labor Code §§ 201-203 (failure to timely pay wages upon separation of employment; 204 (failure to timely pay wages each and every pay period during employment); 226(a) (failure to furnish accurate wage statements); 226.7 (failure to provide compliant rest breaks and meal breaks); 232.5 (unlawful confidentiality provisions restricting discussion of working conditions); 246 (interference with paid sick leave rights); 432.5 (illegal terms of employment agreements); 432.6 (unlawful waiver of PAGA rights); 510 (failure to pay overtime wages); 512 (failure to provide lawful meal break periods); 1174 (failure to maintain accurate records of hours worked/wages earned); 1194 (failure to pay all wages due); 2802 (failure to reimburse necessary work related business expenses; 98.6 and 1102 (retaliation and whistleblower protections.

1 36. In addition, PAGA Representative Plaintiffs will seek penalties for any other Labor
2 Code violations as set forth in Labor Code § 2699.5 (a) which states:

3 “The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation
4 of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3,
5 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206,
6 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5,
7 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
8 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403,
9 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552,
10 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973,
11 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and
12 (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3,
13 Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297,
14 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683,
15 and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
16 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32,
17 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651,
18 and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810,
19 subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.”

20 37. Representative Plaintiffs are informed and believe that Defendants have violated and
21 continue to violated provisions of the Labor Code and applicable Wage Order. Despite mailing of
22 **Exhibit A** at least 65-days prior to the filing of this Complaint, the LWDA has not notified Plaintiffs
23 that it intends to investigate the allege Labor Code violations identified in **Exhibit A and as amended**
24 **in Exhibits B and C hereto**, such that, by operation of law, Plaintiffs are entitled to commence this
25 cause of action as a representative action under the PAGA.

26 38. Representative Plaintiffs, as the personal representatives of the Aggrieved employees,
27 will and do hereby seek to recover any and all penalties for each and every violation shown to exist or
28 to have occurred during the relevant liability period, in an amount according to proof, as to those
penalties that are otherwise only available to public agencies. Said funds recovered will be distributed
in accordance with the PAGA, with at least 65% of said PAGA penalty recovery being reimbursed to
the State of California and the LWDA.

 39. Representative Plaintiffs will also seek an award of attorneys’ fees and costs pursuant
to Cal. Lab. Code § 2699(g)(1).

PRAYER FOR RELIEF

1 WHEREFORE, Plaintiffs and PAGA Representative Plaintiffs, on behalf of themselves and
2 all similarly situated Aggrieved Employees, pray for relief as follows:

- 3 1.) For an order appointing Plaintiffs as PAGA representatives of the Aggrieved
4 Employees;
5 2.) For an order appointing Plaintiffs' counsel as counsel for the Aggrieved
6 Employees;
7 3.) For penalties as provided, per violation under the PAGA, Cal. Labor Code §2699,
8 et seq. and distributed in accordance with the PAGA;
9 4.) For such other and further relief, this Court may deem just and proper.

10
11 Dated: March 2, 2025

W EMPLOYMENT LAW, APC

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14 Jacob N. Whitehead, Esq.
15 Attorney for Plaintiffs, Daniel Perez, Diana Alvarez
16 and the Aggrieved Employees
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EXHIBIT A

October 28, 2024

Via Online FilingCalifornia Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102**Via Certified Return Receipt Mail**Ariel Han
Registered Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790**Via Email Only**Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California**Via USPS First Class Mail**Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790**Re: Daniel Perez, et al. v. Miniso Depot CA, Inc.**
Notice Pursuant to the Private Attorneys General Act of 2004

Dear Sir(s) and/or Madam(s):

Please be advised that, Daniel Perez and Diana Alvarez (hereinafter “Plaintiffs”), have retained W Employment Law APC to represent them and other similarly situated current and former employees (collectively, the “Aggrieved Employees”) of Miniso Depot CA, Inc., a California corporation (hereinafter, “Miniso” or alternatively, “Defendant”) regarding claims of violations of the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and other applicable California labor laws. Defendant is a Chinese retailer and variety store chain that specializes in household and consumer goods including cosmetics, stationery, toys, and kitchenware.

During the relevant statutory period, Defendants employed Plaintiffs and currently employ or formerly employed other similarly situated employees (the “Aggrieved Employees”), who work or have worked for Defendants and were classified by Defendants as either hourly, nonexempt or as salaried exempt employees, working various positions, including but not limited to positions such as employee relations officers, talent acquisition specialists, or other similar positions performing similar job duties (the “Covered Positions”). This notice formally serves to inform Defendants of Plaintiffs’ intent to file a civil action against Defendants for violations of the California Labor Code and will seek recovery of civil penalties under the Private Attorneys General Act of 2004 (the “PAGA”) and for injunctive relief for violations of California’s labor laws, including, but not limited to Plaintiffs’ allegations of claims of Defendants’ Misclassification of Exempt Employees, Failure to Provide Compliant Rest/M meal Breaks; Failure to Pay Overtime Wages; Failure to Maintain Accurate Records of All Hours Worked; Failure to Furnish Accurately Itemized Wage Statements; and Failure To Pay All Wages Earned and Due Upon Separation or

Termination of Employment; Furthermore, Plaintiffs have personally suffered each of the alleged violations during the relevant statutory period.

Based upon these violations, as further detailed below, Defendants violated numerous provisions of California's Labor Code including, but not limited to, violations of **Labor Codes §§ 201-203, 204, 226(a), 226.7, 510, 512, 1174 (d), 1194(a), 2802, and Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4).**

Facts and Theories Supporting the Alleged Labor Code Violations

Plaintiff, Daniel Perez

On or around April 1, 2024, Daniel Perez (hereinafter, "Mr. Perez") started working as Employee Relations Officer for Miniso and was assigned to work at its location in West Covina, California. As a full-time, salaried-exempt employee, Mr. Perez was promised an annual salary of \$115,000.00.

At all times during his employment, Mr. Perez performed his duties under the direct supervision and control of Defendant. Mr. Perez's work, and job duties were performed in a non-independent and non-managerial capacity. He did not have a team to oversee, and no one reported directly to Mr. Perez or supported him. He did not have the authority or sole discretion to hire, fire, or even discipline other employees. Additionally, Mr. Perez carried out the same routine tasks as other employees. His schedule and tasks were closely monitored by his direct supervisor Sr. Human Resources ("HR") personnel R Tiffany Wang and took direct work tasks and task-related instructions from her as well.

Consequently, Defendant misclassified Mr. Perez as a salaried-exempt employee when under the California Labor Code, he should have been classified as an hourly, non-exempt employee. Defendant's misclassification resulted in Mr. Perez being deprived of the employment benefits, conditions and protections afforded to hourly non-exempt employees under California law.

Accordingly, Defendant actively failed in its lawful obligation to fully relinquish control to permit Mr. Perez an opportunity for his rest and meal breaks. Because of his misclassification, his on-duty working meal break violations were never tracked or recorded by Defendant and Mr. Perez was rarely, if ever paid the premium pay penalties to which he was lawfully entitled for each missed or otherwise non-compliant meal breaks.

Defendant never accounted for or recorded the extra hours of "off-the-clock" work that Mr. Perez performed during his "purported" rest and meal breaks. These unrecorded work hours translated into Mr. Perez working shifts in excess of eight hours per day and more than forty hours in a work week. While the law is clear that employers must compensate their employees for all the hours they worked (e.g., working off the clock during meal breaks), Defendant never recorded those additional hours, which represent significant overtime earnings Mr. Perez earned and was not paid.

Necessary and integral to the performance of his job duties, Mr. Perez was compelled to use his personal cell phone for execution of his work-related tasks and communications. Despite

Defendant's knowledge of fact that he was using his own personal cell for in the discharge of his work duties, it never provided any kind of reimbursement scheme that Mr. Perez could avail himself of. This failure on the part of Defendant constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

On April 24, 2024, just mere weeks into his position, Mr. Perez was abruptly terminated from his position, allegedly for failure to meet work expectations. However, Mr. Perez strongly contests this reason, asserting that his termination was actually motivated by discrimination based on his language proficiency. Specifically, he claims that his supervisor, who is of Chinese descent, consistently targeted him for not being able to speak Mandarin, despite the fact that it was never a stated job requirement during the hiring process. This discrepancy in expectations has led Mr. Perez to believe that he was subjected to unfair and discriminatory treatment, which ultimately resulted in his wrongful termination.

Plaintiff, Diana Alvarez

On or around April 15, 2024, Diana Alvarez (hereinafter, "Ms. Alvarez") was hired by Miniso as Talent Acquisition Specialist and worked at its location in West Covina, California. As a full-time, employee, Miniso also wrongly classified Ms. Alvarez as salaried exempt. Her annual compensation was set at \$75,000.00, however Ms. Alvarez met none of the legal criteria required to have been properly classified as an exempt employee. Ms. Alvarez's primary responsibilities as a Talent Acquisition Specialist for Miniso included arranging interviews, candidate screening, managing recruitment process and other tasks as required or assigned.

At all times during her employment, Ms. Alvarez was not able to exercise independent judgment in performing her job duties which at all times were performed under the direct supervision and control of Miniso. Moreover, Ms. Alvarez's work, and job duties were performed in a non-managerial capacity. At no time did Ms. Alvarez have a team to oversee or manage, and no one reported directly to her or supported her. She did not have the authority or discretion to hire, fire, or even discipline other employees, nor was she in any manner involved in setting and implementing operational policies, procedures and practices in further advancement of Miniso's business objectives. In fact, Ms. Alvarez performed and carried out the same routine tasks as other hourly, nonexempt employees employed at Miniso. Her tasks and job duties were closely monitored by Miniso's Sr. HR Manager Tiffany Wang, from whom she received work-related instructions. Miniso improperly classified Ms. Alvarez as a salaried exempt employee when Ms. Alvarez's position and job duties clearly met none of the criteria under California law under which an employee may be lawfully classified as an exempt employee.

During her employment, Ms. Alvarez rarely was afforded duty-free and uninterrupted meal/rest breaks due to chronic shortage of staff. During her lunch breaks, she was required to be on the lookout for tasks through her work-issued radio. Miniso actively failed in its lawful obligation to fully relinquish control to permit Ms. Alvarez an opportunity for her rest and meal break periods. Despite these repeated violations, Miniso rarely paid Ms. Alvarez's premium pay penalties to which she was entitled, in an amount equal to one hour's wages at her applicable hourly rate of pay for each day the rest and meal break violations occurred.

Furthermore, necessary and integral to the performance of her job duties, Ms. Alvarez was compelled to use her personal cell phone for execution of his work-related tasks and

communications. Despite Miniso's knowledge of these business-related expenses, it never provided any kind of reimbursement scheme that Ms. Alvarez could avail herself of. This failure on the part of Miniso constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

On May 14, 2024, Ms. Alvarez informed her supervisor, Ms. Tiffany Wang, that she would be taking a leave of absence due to personal health concerns. Ms. Alvarez expected her conversation with Ms. Wang to be a private and confidential matter, as is typically the case when employees share sensitive personal information with their supervisors. However, to Ms. Alvarez's shock and dismay, Ms. Wang responded to her email by copying another employee on the message, thereby breaching Ms. Alvarez's confidentiality and disclosing her health condition without her consent. This unauthorized disclosure has caused Ms. Alvarez significant distress and emotional harm, and has undermined her trust in her supervisor and the company's commitment to maintaining a safe and respectful work environment.

This incident suffered by Ms. Alvarez cause detrimental impact on her work performance and, consequently, her overall well-being. Ms. Alvarez felt disrespected which led her to suffer emotionally and psychologically. Miniso's hostile work environment became unbearable. Prioritizing her mental health, Ms. Alvarez felt forced to quit her job on May 30, 2024. This constitutes constructive discharge, which is considered a form of wrongful termination under California Law.

Plaintiffs are informed and believe, and based thereon, allege that the above-described violations are ongoing, systematic, and uniform as to other similarly situated employees of Defendants. If Defendants fail to cure these alleged violations, as alleged herein, Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.¹

Misclassification of Exempt Employee

Section 1(A) of IWC Order No. 4-2001 provides exemptions for employees who fall under executive, administrative, and/or professional exemptions. Section 3(D) of IWC Order No. 4-2001

¹ Without limitation, Plaintiffs, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

exempts employees “whose earnings exceed one and one-half (1½) times the minimum wage if more than half of that employee’s compensation represents commissions,” from receiving overtime compensation and other benefits.

Here, the primary duties of the Plaintiffs and those similarly situated employees who were incorrectly classified by Miniso as salaried exempt, were closely and strictly managed and monitored by Defendant and the execution of their assigned tasks had to comply with Defendant’s articulated policies, procedures and protocols. There was no discretionary or independent judgment or ability to deviate from Defendant’s detailed procedures, policies and protocols when performing their job duties. Any supposed exercise of independent judgment was at all times subject to pre-approval by Plaintiffs’ managers and job tasks still had to be performed within Defendant’s strictly articulated guidelines. Plaintiffs and the misclassified Aggrieved Employees had no independent managerial duties or authority, and the work in which they were engaged was not related to the implementation or advancement of management or operational policies or business operations.

As a result of their improper classification by Defendant as exempt, Plaintiffs and other similarly situated misclassified employees are/were entitled to recover unpaid compensation including overtime pay for overtime hours worked, as well as premium pay compensation for rest and meal break violations that occurred. In addition Plaintiffs and such Aggrieved Employees are/were entitled to complete and accurate wage statements, and full and proper wages for all labor performed. Defendant did not provide any system or mechanism for Plaintiffs and Aggrieved Employees to punch in/out of shifts or for meal break periods. Therefore, even though they frequently labored more than eight hours shift per day, Plaintiffs and similarly situated Aggrieved Employees were not provided with overtime compensation they were lawfully owed.

Failure to Provide Labor Code Compliant Meal Breaks

Labor Code Section 512 governs the timing, length, duration and frequency of meal break periods, and provides: “*An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.*”

Furthermore, Labor Code Section 226.7 provides “(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 11, “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period

may be waived by mutual consent of the employer and the employee.” It provides further that, “if an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

Plaintiffs and the Aggrieved Employees, both those who were classified as salaried exempt or as hourly nonexempt, were rarely, if ever provided an opportunity to take uninterrupted and duty-free meal breaks. This forced the Plaintiffs and Aggrieved Employees to work nonstop throughout their shifts with no ability or opportunity for any breaks. Because Plaintiffs and other employees who were misclassified as salaried exempt, these missed and on-duty working meal breaks were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant meal break.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney’s fees pursuant to 2699(g).

Failure to Provide Labor Code Compliant Rest Breaks

Labor Code § 226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 12 (A) &(B) “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

Plaintiffs and other similarly situated Aggrieved Employees both those who were classified as salaried exempt or as hourly nonexempt, nearly always missed their rest breaks due to the operational policies, heavy workloads and demands of their employer, and Defendant’s chronic shortage of adequate staffing, all of which actively impeded their ability to take their lawfully entitled breaks. This resulted in Plaintiffs and Aggrieved Employees not being provided with Labor Code compliant, timely and duty-free, ten minute rest breaks after each fourth hour of labor performed or major fraction thereof. These rest break violations were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant rest break.

Throughout the statutory period, Defendants actively failed in its lawful obligation to fully relinquish control to permit Plaintiffs and Aggrieved Employees an opportunity for their rest breaks by failing to implement measures and procedural workplace policies to enable its

employees to take lawfully entitled rest breaks after each fourth hour of labor performed or major fraction thereof. Despite these known and intentional violations, Defendants have never paid Plaintiffs and Aggrieved Employees the premium pay penalties equal to one hour's wages at their applicable respective rates of pay for each rest break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide rest break periods and payment of premium pay penalties if they fail to do so.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney's fees pursuant to 2699(g).

Failure to Compensate Employees for Every Hour Worked During Employment

Labor Code § 204 (a) states *"All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."*

Labor Code §1194 (a) provides, *"Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."*

Labor Code §§ 204 and 1194 (a) have been violated and Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure to Pay Overtime

Labor Code § 510 (a) states that, *"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."*

As discussed, Plaintiffs and the Aggrieved Employees often performed work during rest and meal break periods. Such off-the-clock work caused Plaintiffs and the Aggrieved Employees to work more than eight hours in a day and more than forty hours in a work week throughout the relevant statutory period. Defendants never documented nor paid overtime wages earned and owed for all of these extra hours Plaintiffs and the Aggrieved Employees were working during their breaks while off the clock. Defendants is in violation of Labor Codes § § 510 (a) and 1194. Plaintiffs and the Aggrieved Employees are entitled to recover their earned, unpaid overtime wages plus penalties and interest, as well as their attorney's fees.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure To Maintain Accurate Records of Hours Worked

Labor Code § 1174(d) provides, “Every person employing labor in this state shall:... (d) *Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.*”

Due to Defendants’ derelict operational policies, procedures and practices, Plaintiffs and the Aggrieved Employees often performed work-related activities while off the clock during “purported rest breaks and meal breaks” and worked overtime as a direct consequence, which time was not and is not tracked or recorded by the Defendants in violation of Labor Code § 1174(d).

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by Labor Code § 2699 for violation of Labor Code § 1174(d).

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires California employers to provide an accurate wage statement to their employees in writing each and every pay period that includes nine categories of information specified by law. The following information to be listed on employees’ pay stubs:

1. Gross wages earned;
2. Total hours worked (not required for salaried exempt employees);
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;
8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and
9. All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

As stated, Plaintiffs and the Aggrieved Employees’ actual hours worked, including the time they were work/worked during meal/rest breaks and while off the clock, were never in any manner tracked or recorded by Defendant. Consequently, the pay stubs Defendant issued were never complete or accurately itemized. The pay stubs failed to reflect all hours actually worked by Plaintiffs and the Aggrieved Employees each pay period throughout the statutory period at the

correct corresponding rates of pay, nor did they correctly reflect payment of the requisite premium pay penalties for missed and noncompliant rest break and meal break periods. The deficiencies in Plaintiffs and Aggrieved employees' wage statements were not one-off, clerical mistakes or omissions. Defendant was completely aware of its own operational policies and practices and of its own staffing shortages and was, at all relevant times, aware that Plaintiffs and the Aggrieved Employees worked and are working during their purported rest and meal breaks because of its operational policies and practices. Defendant's intentional and knowing violations resulted in consistent violations of Section 226, exposing them to statutory penalties for violations.

As provided by California Labor Code Section 226, employees may recover penalties if they suffer an injury because of an employer's knowing and intentional failure to comply with the statute. Plaintiffs and Aggrieved Employees are entitled to recover the greater of actual damages or \$50 for the initial violation or \$100 for each violation in a subsequent pay period, subject to a maximum aggregate penalty of \$4,000, plus an award of his attorney's fees and costs. In addition, Labor Code 226.3 provides that "employers who violate section 226(a) are subject to a civil penalty of \$250 per employee per violation for the initial "citation" and \$1,000 per employee for each subsequent violation."

Plaintiffs intend to bring an action under the PAGA for Defendant's repeated violations of Labor Code 226(a) during the statutory period and will seek to recovery of the applicable civil penalties for each and such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

Labor Code § 201 provides, in pertinent part, that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

As set forth above, Defendant failed to pay Plaintiffs and the Aggrieved Employees all earned wages that they were owed within the required time during their employment which constituted a violation of Labor Code Section 204. As a result, at the time that Plaintiffs and other such Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, Defendant failed to pay them all of their earned and owed wages at the time of termination as set forth in sections 201-203.

Accordingly, Plaintiffs intend to bring an action under the PAGA for Defendants' systemic violations of Labor Code Sections 201 through 203 and for recovery of civil penalties for each such violation that occurred as to the Plaintiffs and such of the Aggrieved Employees who separated from Defendant's employment during the statutory period.

Reimbursement of Work-related Expenses

Pursuant to Labor Code §2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

As discussed, necessary and integral to the performance of their job duties, Plaintiffs and similarly-situated Aggrieved Employees were required to use their personal cell phones throughout the workday in the routine and necessary discharge of their work-related job duties. However at no time did Defendant ever reimburse the Plaintiffs or similarly Aggrieved Employees whether salaried exempt or hourly nonexempt for the expenses they incurred in the use of their personal cell phones, in the discharge of their work-related job duties and communications.

Labor Code § 2802, prohibits employers from offloading operational expenses onto the shoulders of their employees. Defendant's failure to reimburse its employees for their necessary and reasonably incurred cell phone expenses in the discharge of their work duties, constitute violation of Labor Code Section 2802. Plaintiffs intend to bring a claim for recovery of civil penalties under the PAGA for each such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Conclusion

In sum, as has been factually alleged, Defendant violated among other statutes and regulations **Labor Codes §§ 201-203, 204, 226(a), 226.7, 510, 512, 174 (d), 1194(a), 2802, and Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4).**

Plaintiffs on their own behalf and on behalf of all similarly situated Aggrieved Employees, seek to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code 2699.3 (f).

Plaintiffs request that the LWDA to investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiffs request the agency inform them if it does not intend to investigate these violations so that they may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW GROUP



Jacob N. Whitehead, Esq.



Marjolyn Maglayon <mmaglayon@wemploymentlaw.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Mon, Oct 28, 2024 at 11:14 AM

To: "mmaglayon@wemploymentlaw.com" <mmaglayon@wemploymentlaw.com>

10/28/2024

LWDA Case No. LWDA-CM-1058637-24
Law Firm : W Employment Law
Plaintiff Name : Daniel Perez, Diana Alvarez
Employer: Miniso Depot CA, Inc
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE
LWDA CASE NO. LWDA-CM-1058637-24

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 **7700 Irvine Center Drive, Suite 800, Irvine, CA 92618**. On October 28, 2024, I served the following document: **PAGA NOTICE** on the interested parties in this action, addressed as follows:

(PLEASE SEE ATTACHED SERVICE LIST)

☐ **(BY CERTIFIED MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☒ **(BY MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY FACSIMILE):** On the below date, I transmitted the foregoing document(s) by facsimile sending number. Pursuant to rule 2009(i)(4), I caused the machine to print a transmission record of the transmission.

☐ **(BY PERSONAL SERVICE):** I delivered such envelope by hand to the offices of the addressee. Executed on the below date, at Irvine, California.

☒ **(BY ELECTRONIC MAIL) :** On the below date and time, I electronically served the foregoing document(s) to the electronic service addresses on the attached service list pursuant to California Rules of Court 2.251(g) **AND I DID NOT RECEIVE A DELIVERY NOTICE FAILURE.**

☒ **(STATE)**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 28, 2024 at Irvine, California.



Marjolyn Maglayon, Declarant

SERVICE LIST

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Certified Return Receipt Mail

Ariel Han
Registered Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Email Only

Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California

Via USPS First Class Mail

Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

EXHIBIT B

February 26, 2025

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Email Only

Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California

Via Certified Return Receipt Mail

Bobby Choy
Registered Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Bobby Choy
Registered Agent for USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

**Re: First Amended Notice Pursuant to the Private Attorneys General Act,
California Labor Code § 2699.3 (the "PAGA")
Daniel Perez, et al. v. Miniso Depot CA, Inc.
LWDA-CM-1058637-24**

Dear Sir(s) and/or Madam(s):

Please be advised that representative Plaintiffs, Daniel Perez and Diana Alvarez (hereinafter "Plaintiffs"), bring this First Amended Notice under the Private Attorneys General Act of 2004 (the "PAGA") concerning their and other similarly situated current and former employees (collectively, the "Aggrieved Employees") of Miniso Depot CA, Inc., a California corporation, adding to their prior filed notice and claims, USA Miniso Depot Inc., (collectively, "Defendants") a Delaware corporation. By this First Amended Notice, Plaintiffs provide notice of claims of violations of the California Labor Code, the Industrial Welfare Commission ("IWC") Wage Orders, and other applicable California labor laws. Defendants are affiliated enterprises and Plaintiff's former joint employers-in-fact, which jointly and collaboratively, engage in the retail and variety store chain that specializes in household and consumer goods including cosmetics, stationery, toys, and kitchenware. Further, Plaintiffs bring this Amended Notice adding additional claims of violations of the California Labor Code and California's Business and Professions Code as further set forth below.

During the relevant statutory period, Defendants employed Plaintiffs and currently employ or formerly employed other similarly situated employees (the “Aggrieved Employees”), who work or have worked for Defendants and were classified by Defendants as either hourly, nonexempt or as salaried exempt employees, working various positions, including but not limited to positions such as employee relations officers, talent acquisition specialists, or other similar positions performing similar job duties (the “Covered Positions”). This notice formally serves to inform Defendants of Plaintiffs’ intent to file a civil action against Defendants for violations of the California Labor Code and will seek recovery of civil penalties under the Private Attorneys General Act of 2004 (the “PAGA”) and for injunctive relief for violations of California’s labor laws, including, but not limited to Plaintiffs’ allegations of claims of Defendants’ Misclassification of Exempt Employees, Failure to Provide Compliant Rest/M meal Breaks; Failure to Pay Overtime Wages; Failure to Maintain Accurate Records of All Hours Worked; Failure to Furnish Accurately Itemized Wage Statements; and Failure To Pay All Wages Earned and Due Upon Separation or Termination of Employment; Furthermore, Plaintiffs have personally suffered each of the alleged violations during the relevant statutory period.

Based upon these violations, as further detailed below, Defendants violated numerous provisions of California’s Labor Code including, but not limited to, violations of **Labor Codes §§ 201-203, 204, 226(a), 226.7, 432.5, 510, 512, 1174 (d), 1194(a), 2802, Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4) and California Business and Professions Code §§ 16600, 16600.1 and 17200.**

Facts and Theories Supporting the Alleged Labor Code Violations

Plaintiff, Daniel Perez

On or around April 1, 2024, Daniel Perez (hereinafter, “Mr. Perez”) started working as Employee Relations Officer for Miniso and was assigned to work at its location in West Covina, California. As a full-time, salaried-exempt employee, Mr. Perez was promised an annual salary of \$115,000.00.

At all times during his employment, Mr. Perez performed his duties under the direct supervision and control of Defendant. Mr. Perez’s work, and job duties were performed in a non-independent and non- managerial capacity. He did not have a team to oversee, and no one reported directly to Mr. Perez or supported him. He did not have the authority or sole discretion to hire, fire, or even discipline other employees. Additionally, Mr. Perez carried out the same routine tasks as other employees. His schedule and tasks were closely monitored by his direct supervisor Sr. Human Resources (“HR”) personnel R Tiffany Wang and took direct work tasks and task-related instructions from her as well.

Consequently, Defendants misclassified Mr. Perez as a salaried-exempt employee when under the California Labor Code, he should have been classified as an hourly, non-exempt employee. Defendants’ misclassification resulted in Mr. Perez being deprived of the employment benefits, conditions and protections afforded to hourly non-exempt employees under California law.

Accordingly, Defendants actively failed in its lawful obligation to fully relinquish control to permit Mr. Perez an opportunity for his rest and meal breaks. Because of his misclassification, his on-duty working meal break violations were never tracked or recorded by Defendants and Mr. Perez was rarely, if ever paid the premium pay penalties to which he was lawfully entitled for each missed or otherwise non-compliant meal breaks.

Defendant never accounted for or recorded the extra hours of “off-the-clock” work that Mr. Perez performed during his “purported” rest and meal breaks. These unrecorded work hours translated into Mr. Perez working shifts in excess of eight hours per day and more than forty hours in a work week. While the law is clear that employers must compensate their employees for all the hours they worked (e.g., working off the clock during meal breaks), Defendants never recorded those additional hours, which represent significant overtime earnings Mr. Perez earned and was not paid.

Necessary and integral to the performance of his job duties, Mr. Perez was compelled to use his personal cell phone for execution of his work-related tasks and communications. Despite Defendant’s knowledge of fact that he was using his own personal cell for in the discharge of his work duties, it never provided any kind of reimbursement scheme that Mr. Perez could avail himself of. This failure on the part of Defendants constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

On April 24, 2024, just mere weeks into his position, Mr. Perez was abruptly terminated from his position, allegedly for failure to meet work expectations. However, Mr. Perez strongly contests this reason, asserting that his termination was actually motivated by discrimination based on his language proficiency. Specifically, he claims that his supervisor, who is of Chinese descent, consistently targeted him for not being able to speak Mandarin, despite the fact that it was never a stated job requirement during the hiring process. This discrepancy in expectations has led Mr. Perez to believe that he was subjected to unfair and discriminatory treatment, which ultimately resulted in his wrongful termination.

Plaintiff, Diana Alvarez

On or around April 15, 2024, Diana Alvarez (hereinafter, “Ms. Alvarez”) was hired by Miniso as a Talent Acquisition Specialist and worked at its location in West Covina, California. As a full-time, employee, Miniso also wrongly classified Ms. Alvarez as salaried exempt. Her annual compensation was set at \$75,000.00, however Ms. Alvarez met none of the legal criteria required to have been properly classified as an exempt employee. Ms. Alvarez’s primary responsibilities as a Talent Acquisition Specialist for Miniso included arranging interviews, candidate screening, managing the recruitment process and other tasks as required or assigned.

At all times during her employment, Ms. Alvarez was not able to exercise independent judgment in performing her job duties which at all times were performed under the direct supervision and control of Miniso. Moreover, Ms. Alvarez’s work, and job duties were performed in a non-managerial capacity. At no time did Ms. Alvarez have a team to oversee or manage, and no one reported directly to her or supported her. She did not have the authority or discretion to hire, fire, or even discipline other employees, nor was she in any manner involved in setting and implementing operational policies, procedures and practices in further advancement of Miniso’s business objectives. In fact, , Ms. Alvarez performed and carried out the same routine tasks as

other hourly, nonexempt employees employed at Miniso. Her tasks and job duties were closely monitored by Miniso's Sr. HR Manager Tiffany Wang, from whom she received work-related instructions. Miniso improperly classified Ms. Alvarez as a salaried exempt employee when Ms. Alvarez's position and job duties clearly met none of the criteria under California law under which an employee may be lawfully classified as an exempt employee.

During her employment, Ms. Alvarez rarely was afforded duty-free and uninterrupted meal/rest breaks due to chronic shortage of staff. During her lunch breaks, she was required to be on the lookout for tasks through her work-issued radio. Miniso actively failed in its lawful obligation to fully relinquish control to permit Ms. Alvarez an opportunity for her rest and meal break periods. Despite these repeated violations, Miniso rarely paid Ms. Alvarez's premium pay penalties to which she was entitled, in an amount equal to one hour's wages at her applicable hourly rate of pay for each day the rest and meal break violations occurred.

Furthermore, necessary and integral to the performance of her job duties, Ms. Alvarez was compelled to use her personal cell phone for execution of his work-related tasks and communications. Despite Miniso's knowledge of these business-related expenses, it never provided any kind of reimbursement scheme that Ms. Alvarez could avail herself of. This failure on the part of Miniso constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

On May 14, 2024, Ms. Alvarez informed her supervisor, Ms. Tiffany Wang, that she would be taking a leave of absence due to personal health concerns. Ms. Alvarez expected her conversation with Ms. Wang to be a private and confidential matter, as is typically the case when employees share sensitive personal information with their supervisors. However, to Ms. Alvarez's shock and dismay, Ms. Wang responded to her email by copying another employee on the message, thereby breaching Ms. Alvarez's confidentiality and disclosing her health condition without her consent. This unauthorized disclosure has caused Ms. Alvarez significant distress and emotional harm, and has undermined her trust in her supervisor and the company's commitment to maintaining a safe and respectful work environment.

This incident suffered by Ms. Alvarez cause detrimental impact on her work performance and, consequently, her overall well-being. Ms. Alvarez felt disrespected which led her to suffer emotionally and psychologically. Miniso's hostile work environment became unbearable. Prioritizing her mental health, Ms. Alvarez felt forced to quit her job on May 30, 2024. This constitutes constructive discharge, which is considered a form of wrongful termination under California Law.

Further, upon accepting their job offers, the Plaintiffs were required to sign a Confidentiality Agreement. Mr. Perez executed this agreement on March 27, 2024, while Ms. Alvarez followed suit on April 3, 2024. This confidentiality agreement contains several clauses that are deemed illegal, including but not limited to:

- **No Conflicting Engagement.** Employee acknowledges that he/she has not entered into, and he/she will not enter into, any agreement either written or oral in conflict with this Agreement or the employment with Company. Employee will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose Employee's own or any third party's confidential information or intellectual property when acting within the scope of his or

her employment or otherwise on behalf of Company. Further, Employee agrees that he/she has not retained any confidential information of a prior employer or other third party, whether or not created by him or her.

- **Restrictive Covenants.** Based upon the Employee's state of residency, where the state laws allow the Company to enforce restrictive covenants, this section applies as to the fullest extent permitted by law: the Employee understands that the nature of the Employee's position gives the Employee access to and knowledge of Confidential Information and places the Employee in a position of trust with the Company. The Employee understands and acknowledges that the services the Employee provides to the Company are unique, special, or extraordinary. The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that violation of this section is likely to result in irreparable harm and damages to the Company. The Employee acknowledges and agrees that the scope and duration of the restrictions and limitations described in this section are reasonable and necessary to protect the business interests of the Company. The Employee agrees that if there is any violation of any of the terms of this section, the applicable period of any restrictive covenant shall be extended by a period of time equal to the same period of violation.
 - **Non-Competition.** Employee agrees that unless a prior written consent is obtained from the CEO of the Company, he/she will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company. Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Employee, during the Employment Term, the Employee agrees and covenants not to engage in any Competitive Activity within retail industry in the United States (the "Restrictive Area"). In addition, upon separation of employment and for a period of twelve (12) months (the "Restrictive Period"), the Employee agrees and covenants not to engage in any Competitive Activity within the retail industry in the Restrictive Area.
 - **Non-Disparagement.** The Employee agrees and covenants that the Employee will not, at any time during the employment with the Company and for three years thereafter, make, publish, or communicate to any person or entity or in any public forum any defamatory, or disparaging remarks, comments, or statements concerning the Company or its businesses, affiliates, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, including rights as afforded by Section 7 of the National Labor Relations Act.

California Business and Professions Code Section 16600.1 (a) makes it unlawful to require an employee to enter into an unlawful noncompete agreement.

Section 16600.1(b) also includes a notice requirement that requires employers who maintain unlawful noncompetition agreements to notify employees whom it employed after January 1, 2022, and who were required to enter into an unlawful noncompete agreement, of that

unlawful agreement by February 14, 2024 advising them in writing that the unlawful agreement is null and void. Section 16600.1(2) provides, “*Notice made under this subdivision shall be in the form of a written individualized communication to the employee or former employee, and shall be delivered to the last known address and the email address of the employee or former employee.*”

Section 16600.1 establishes that a violation constitutes an act of unfair competition under California Business and Professions Code Section 17200, and provides for injunctive relief, restitution, and civil penalties.

Defendant’s unlawful noncompete terms and provisions in the Confidentiality Agreement give rise to a claim for Defendants’ violation of Labor Code Section 432.5.

Plaintiffs are informed and believe, and based thereon, allege that the above-described violations are ongoing, systematic, and uniform as to other similarly situated employees of Defendants. If Defendants fail to cure these alleged violations, as alleged herein, Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.¹

Illegal Terms and Condition of Employment

As we stated above, with very narrow exceptions, not applicable to Plaintiffs or the Aggrieved Employees, the California Business and Professions Code renders noncompete contracts in the context of employment as null and void. § 16600.1 *Supra*.

Regarding noncompete contract clauses, Section 16600.5 provides: “

- (a) Any contract that is void under this chapter is unenforceable regardless of where and when the contract was signed.

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

(a) The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

(b) (1) Except as provided in paragraph (2), the amendments made to this section by the act adding this subdivision shall apply to a civil action brought on or after June 19, 2024.

(2) The amendments made to this section by the act adding this subdivision shall not apply to a civil action with respect to which the notice required by subparagraph (A) of paragraph (1) of subdivision (a), paragraph (1) of subdivision (b), or subparagraph (A) of paragraph (1) of subdivision (c) of Section 2699.3 was filed before June 19, 2024.

- (b) An employer or former employer shall not attempt to enforce a contract that is void under this chapter regardless of whether the contract was signed and the employment was maintained outside of California.
- (c) An employer shall not enter into a contract with an employee or prospective employee that includes a provision that is void under this chapter.
- (d) An employer that enters into a contract that is void under this chapter or attempts to enforce a contract that is void under this chapter commits a civil violation.
- (e) (1) An employee, former employee, or prospective employee may bring a private action to enforce this chapter for injunctive relief or the recovery of actual damages, or both. (2) In addition to the remedies described in paragraph (1), a prevailing employee, former employee, or prospective employee in an action based on a violation of this chapter shall be entitled to recover reasonable attorney's fees and costs."

Defendants' unlawful Code of Conduct with its unlawful noncompetition terms and provisions violate the foregoing stated sections of California's Business and Professions Code as well as California Labor Code Section 432.5.

California Labor Code Section 432.5 provides, "*No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.*" As vast and sophisticated corporate Defendants, certainly Defendants are and were aware that non-competition agreements are frowned upon and unlawful in the State of California – with rare and few exceptions, none of which are applicable to Plaintiff and the Aggrieved Employees.

Violations of Labor Code Section 432.5 constitute a misdemeanor under California Labor Code Section 433. Moreover, a breach of Labor Code Section 432.5 also serves as grounds for a representative action pursuant to the California Private Attorneys General Act.

As a result of Defendants' violation of Labor Code Section 432.5, Plaintiffs intend to bring a claim for recovery of civil penalties under the PAGA (Labor Code Section 2699, as amended) for each such violation that occurred as to Plaintiff and each of the Aggrieved Employees.

Misclassification of Exempt Employee

Section 1(A) of IWC Order No. 4-2001 provides exemptions for employees who fall under executive, administrative, and/or professional exemptions. Section 3(D) of IWC Order No. 4-2001 exempts employees "whose earnings exceed one and one-half (1½) times the minimum wage if more than half of that employee's compensation represents commissions," from receiving overtime compensation and other benefits.

Here, the primary duties of the Plaintiffs and those similarly situated employees who were incorrectly classified by Miniso as salaried exempt, were closely and strictly managed and monitored by Defendants and the execution of their assigned tasks had to comply with Defendant's articulated policies, procedures and protocols. There was no discretionary or independent judgment or ability to deviate from Defendant's detailed procedures, policies and

protocols when performing their job duties. Any supposed exercise of independent judgment was at all times subject to pre-approval by Plaintiffs' managers and job tasks still had to be performed within Defendant's strictly articulated guidelines. Plaintiffs and the misclassified Aggrieved Employees had no independent managerial duties or authority, and the work in which they were engaged was not related to the implementation or advancement of management or operational policies or business operations.

As a result of their improper classification by Defendants as exempt, Plaintiffs and other similarly situated misclassified employees are/were entitled to recover unpaid compensation including overtime pay for overtime hours worked, as well as premium pay compensation for rest and meal break violations that occurred. In addition Plaintiffs and such Aggrieved Employees are/were entitled to complete and accurate wage statements, and full and proper wages for all labor performed. Defendants did not provide any system or mechanism for Plaintiffs and Aggrieved Employees to punch in/out of shifts or for meal break periods. Therefore, even though they frequently labored more than eight hours shift per day, Plaintiffs and similarly situated Aggrieved Employees were not provided with overtime compensation they were lawfully owed.

Failure to Provide Labor Code Compliant Meal Breaks

Labor Code Section 512 governs the timing, length, duration and frequency of meal break periods, and provides: *"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."*

Furthermore, Labor Code Section 226.7 provides "(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Per IWC Wage Order No. 4, Section 11, "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee." It provides further that, "if an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

Plaintiffs and the Aggrieved Employees, both those who were classified as salaried exempt or as hourly nonexempt, were rarely, if ever provided an opportunity to take uninterrupted and duty-free meal breaks. This forced the Plaintiffs and Aggrieved Employees to work nonstop throughout their shifts with no ability or opportunity for any breaks. Because Plaintiffs and other

employees who were misclassified as salaried exempt, these missed and on-duty working meal breaks were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant meal break.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney's fees pursuant to 2699(g).

Failure to Provide Labor Code Compliant Rest Breaks

Labor Code § 226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 12 (A) &(B) “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Plaintiffs and other similarly situated Aggrieved Employees both those who were classified as salaried exempt or as hourly nonexempt, nearly always missed their rest breaks due to the operational policies, heavy workloads and demands of their employer, and Defendant's chronic shortage of adequate staffing, all of which actively impeded their ability to take their lawfully entitled breaks. This resulted in Plaintiffs and Aggrieved Employees not being provided with Labor Code compliant, timely and duty-free, ten minute rest breaks after each fourth hour of labor performed or major fraction thereof. These rest break violations were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant rest break.

Throughout the statutory period, Defendants actively failed in its lawful obligation to fully relinquish control to permit Plaintiffs and Aggrieved Employees an opportunity for their rest breaks by failing to implement measures and procedural workplace policies to enable its employees to take lawfully entitled rest breaks after each fourth hour of labor performed or major fraction thereof. Despite these known and intentional violations, Defendants have never paid Plaintiffs and Aggrieved Employees the premium pay penalties equal to one hour's wages at their applicable respective rates of pay for each rest break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide rest break periods and payment of premium pay penalties if they fail to do so.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney's fees pursuant to 2699(g).

Failure to Compensate Employees for Every Hour Worked During Employment

Labor Code § 204 (a) states *"All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."*

Labor Code §1194 (a) provides, *"Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."*

Labor Code §§ 204 and 1194 (a) have been violated and Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure to Pay Overtime

Labor Code § 510 (a) states that, *"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."*

As discussed, Plaintiffs and the Aggrieved Employees often performed work during rest and meal break periods. Such off-the-clock work caused Plaintiffs and the Aggrieved Employees to work more than eight hours in a day and more than forty hours in a work week throughout the relevant statutory period. Defendants never documented nor paid overtime wages earned and owed for all of these extra hours Plaintiffs and the Aggrieved Employees were working during their breaks while off the clock. Defendants is in violation of Labor Codes § § 510 (a) and 1194. Plaintiffs and the Aggrieved Employees are entitled to recover their earned, unpaid overtime wages plus penalties and interest, as well as their attorney's fees.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure To Maintain Accurate Records of Hours Worked

Labor Code § 1174(d) provides, *"Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An*

employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Due to Defendants’ derelict operational policies, procedures and practices, Plaintiffs and the Aggrieved Employees often performed work-related activities while off the clock during “purported rest breaks and meal breaks” and worked overtime as a direct consequence, which time was not and is not tracked or recorded by the Defendants in violation of Labor Code § 1174(d).

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by Labor Code § 2699 for violation of Labor Code §1174(d).

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires California employers to provide an accurate wage statement to their employees in writing each and every pay period that includes nine categories of information specified by law. The following information to be listed on employees’ pay stubs:

1. Gross wages earned;
2. Total hours worked (not required for salaried exempt employees);
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;
8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and
9. All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

As stated, Plaintiffs and the Aggrieved Employees’ actual hours worked, including the time they were work/worked during meal/rest breaks and while off the clock, were never in any manner tracked or recorded by Defendant. Consequently, the pay stubs Defendants issued were never complete or accurately itemized. The pay stubs failed to reflect all hours actually worked by Plaintiffs and the Aggrieved Employees each pay period throughout the statutory period at the correct corresponding rates of pay, nor did they correctly reflect payment of the requisite premium pay penalties for missed and noncompliant rest break and meal break periods. The deficiencies in Plaintiffs and Aggrieved employees’ wage statements were not one-off, clerical mistakes or omissions. Defendants were completely aware of its own operational policies and practices and of its own staffing shortages and was, at all relevant times, aware that Plaintiffs and the Aggrieved Employees worked and are working during their purported rest and meal breaks because of its

operational policies and practices. Defendant's intentional and knowing violations resulted in consistent violations of Section 226, exposing them to statutory penalties for violations.

As provided by California Labor Code Section 226, employees may recover penalties if they suffer an injury because of an employer's knowing and intentional failure to comply with the statute. Plaintiffs and Aggrieved Employees are entitled to recover the greater of actual damages or \$50 for the initial violation or \$100 for each violation in a subsequent pay period, subject to a maximum aggregate penalty of \$4,000, plus an award of his attorney's fees and costs. In addition, Labor Code 226.3 provides that "employers who violate section 226(a) are subject to a civil penalty of \$250 per employee per violation for the initial "citation" and \$1,000 per employee for each subsequent violation."

Plaintiffs intend to bring an action under the PAGA for Defendant's repeated violations of Labor Code 226(a) during the statutory period and will seek to recovery of the applicable civil penalties for each and such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

Labor Code § 201 provides, in pertinent part, that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

As set forth above, Defendants failed to pay Plaintiffs and the Aggrieved Employees all earned wages that they were owed within the required time during their employment which constituted a violation of Labor Code Section 204. As a result, at the time that Plaintiffs and other such Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, Defendants failed to pay them all of their earned and owed wages at the time of termination as set forth in sections 201-203.

Accordingly, Plaintiffs intend to bring an action under the PAGA for Defendants' systemic violations of Labor Code Sections 201 through 203 and for recovery of civil penalties for each such violation that occurred as to the Plaintiffs and such of the Aggrieved Employees who separated from Defendant's employment during the statutory period.

Reimbursement of Work-related Expenses

Pursuant to Labor Code §2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

As discussed, necessary and integral to the performance of their job duties, Plaintiffs and similarly-situated Aggrieved Employees were required to use their personal cell phones throughout the workday in the routine and necessary discharge of their work-related job duties. However at no time did Defendants ever reimburse the Plaintiffs or similarly Aggrieved Employees whether

salaries exempt or hourly nonexempt for the expenses they incurred in the use of their personal cell phones, in the discharge of their work-related job duties and communications.

Labor Code § 2802, prohibits employers from offloading operational expenses onto the shoulders of their employees. Defendant's failure to reimburse its employees for their necessary and reasonably incurred cell phone expenses in the discharge of their work duties, constitute violation of Labor Code Section 2802. Plaintiffs intend to bring a claim for recovery of civil penalties under the PAGA for each such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Conclusion

In sum, as has been factually alleged, Defendants violated among other statutes and regulations **Labor Codes §§ 201-203, 204, 226(a), 226.7, 432.5, 510, 512, 1174 (d), 1194(a), 2802, Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4) and California Business and Professions Code §§ 16600, 16600.1 and 17200.**

Plaintiffs on their own behalf and on behalf of all similarly situated Aggrieved Employees, seek to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code 2699.3 (f).

Plaintiffs request that the LWDA to investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiffs request the agency inform them if it does not intend to investigate these violations so that they may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW GROUP



Jacob N. Whitehead, Esq.

JNW/mm



Marjelyn Maglayon <mmaglayon@wemploymentlaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: mmaglayon@wemploymentlaw.com

Wed, Feb 26, 2025 at 4:21 PM

02/26/2025 04:20:29 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE
LWDA CASE NO. LWDA-CM-1058637-24

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 **7700 Irvine Center Drive, Suite 800, Irvine, CA 92618**. On February 26, 2025, I served the following document: **FIRST AMENDED PAGA NOTICE** on the interested parties in this action, addressed as follows:

(PLEASE SEE ATTACHED SERVICE LIST)

☒ **(BY CERTIFIED MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY FACSIMILE):** On the below date, I transmitted the foregoing document(s) by facsimile sending number. Pursuant to rule 2009(i)(4), I caused the machine to print a transmission record of the transmission.

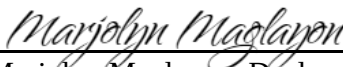
☐ **(BY PERSONAL SERVICE):** I delivered such envelope by hand to the offices of the addressee. Executed on the below date, at Irvine, California.

☒ **(BY ELECTRONIC MAIL) :** On the below date and time, I electronically served the foregoing document(s) to the electronic service addresses on the attached service list pursuant to California Rules of Court 2.251(g) **AND I DID NOT RECEIVE A DELIVERY NOTICE FAILURE.**

☒ **(STATE)**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 26, 2025 at Irvine, California.



Marjolyn Maglayon, Declarant

SERVICE LIST

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Certified Return Receipt Mail

Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Email Only

Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California

Via Certified Return Receipt Mail

USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Bobby Choy
Registered Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Bobby Choy
Registered Agent for USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

EXHIBIT C

March 4, 2025

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Email Only

Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California

Via Certified Return Receipt Mail

Bobby Choy, Reg. Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Bobby Choy, Reg. Agent for USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Re: *Second Amended Notice Pursuant to the Private Attorneys General Act,
California Labor Code § 2699.3 (the "PAGA")
Daniel Perez, et al. v. Miniso Depot CA, Inc.
LWDA-CM-1058637-24*

Dear Sir(s) and/or Madam(s):

Please be advised that representative Plaintiffs, Daniel Perez and Diana Alvarez (hereinafter "Plaintiffs"), bring this First Amended Notice under the Private Attorneys General Act of 2004 (the "PAGA") concerning their and other similarly situated current and former employees (collectively, the "Aggrieved Employees") of Miniso Depot CA, Inc., a California corporation, adding to their prior filed notice and claims, USA Miniso Depot Inc., (collectively, "MINISO" or alternatively, "Defendants") a Delaware corporation. By this Second Amended Notice, Plaintiffs provide notice of claims of violations of the California Labor Code, the Industrial Welfare Commission ("IWC") Wage Orders, and other applicable California labor laws. Defendants are affiliated enterprises and Plaintiff's former joint employers-in-fact, which jointly and collaboratively, engage in the operation of the retail and variety store chain that specializes in household and consumer goods including cosmetics, stationery, toys, and kitchenware. Further, Plaintiffs bring this Second Amended Notice adding additional claims of violations of the California Labor Code and California's Business and Professions Code as further set forth below.

During the relevant statutory period, Defendants employed Plaintiffs and currently employ or formerly employed other similarly situated employees (the “Aggrieved Employees”), who work or have worked for Defendants and were classified by Defendants as either hourly, nonexempt or as salaried exempt employees, working various positions, including but not limited to positions such as employee relations officers, talent acquisition specialists, or other similar positions performing similar job duties (the “Covered Positions”). This notice formally serves to inform Defendants of Plaintiffs’ intent to file a civil action against Defendants for violations of the California Labor Code and will seek recovery of civil penalties under the Private Attorneys General Act of 2004 (the “PAGA”) and for injunctive relief for violations of California’s labor laws, including, but not limited to Plaintiffs’ allegations of claims of Defendants’ Illegal Terms and Condition of Employment, Misclassification of Exempt Employees, Retaliation, Failure to Provide Compliant Rest/M meal Breaks; Failure to Pay Overtime Wages; Failure to Maintain Accurate Records of All Hours Worked; Failure to Furnish Accurately Itemized Wage Statements; and Failure To Pay All Wages Earned and Due Upon Separation or Termination of Employment; Furthermore, Plaintiffs have personally suffered each of the alleged violations during the relevant statutory period.

Based upon these violations, as further detailed below, Defendants violated numerous provisions of California’s Labor Code including, but not limited to, violations of **Labor Codes §§ 98.6, 201-203, 204, 226(a), 226.7, 432.5, 432.6, 510, 512, 1102.5(b), 1174 (d), 1194(a), 2802, Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4) and California Business and Professions Code §§ 16600, 16600.1 and 17200.**

Facts and Theories Supporting the Alleged Labor Code Violations

Plaintiff, Daniel Perez

On or around April 1, 2024, Daniel Perez (hereinafter, “Mr. Perez”) started working for Defendants as an Employee Relations Officer and was assigned to work at its location in West Covina, California. As a full-time, salaried-exempt employee, Mr. Perez was promised an annual salary of \$115,000.00.

At all times during his employment, Mr. Perez performed his duties under the direct supervision and control of Defendants. Mr. Perez’s work, and job duties were performed in a non-independent and non-managerial capacity. He did not have a team to oversee, and no one reported directly to Mr. Perez or supported him. He did not have the authority or discretion to hire, fire, or even discipline other employees. Additionally, Mr. Perez carried out the same routine tasks as other employees who held positions similar to his. His work schedule and tasks were set and closely monitored by his direct supervisor, the Sr. Human Resources (“HR) manager, Tiffany Wang and took direct work tasks and task-related instructions from her as well.

Consequently, Defendants misclassified Mr. Perez as a salaried-exempt employee when under the California Labor Code, he should have been classified as an hourly, non-exempt employee.

Defendants' misclassification resulted in Mr. Perez being deprived of the employment benefits, conditions and protections afforded to hourly non-exempt employees under California law.

In addition and accordingly, Defendants actively failed in their lawful obligation to fully relinquish control to permit Mr. Perez an opportunity for his rest and meal breaks. Because of his misclassification, his on-duty working meal break violations were never tracked or recorded by Defendants and Mr. Perez was not paid the premium pay penalties to which he was lawfully entitled for each missed or otherwise non-compliant meal breaks.

Defendants never accounted for or recorded the extra hours of "off-the-clock" work that Mr. Perez performed during his "purported" rest and meal breaks. These unrecorded work hours translated into Mr. Perez working shifts in excess of eight hours per day and more than forty hours in a work week. While the law is clear that employers must compensate their employees for all the hours they worked (e.g., working off the clock during meal breaks), Defendants never recorded those additional hours, which represent significant overtime earnings Mr. Perez earned and was not paid.

Necessary and integral to the performance of his job duties, Mr. Perez was compelled to use his personal cell phone for execution of his work-related tasks and communications. Despite Defendants' knowledge of fact that he was using his own personal cell for in the discharge of his work duties, it never provided any kind of reimbursement scheme that Mr. Perez could avail himself of. This failure on the part of Defendants constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

Mr. Daniel Perez raised concerns about wage violations, operational deficiencies, and other non-compliance issues, such as off-the-clock work, unpaid wages, and failure to reimburse expenses. Additionally, he documented unprofessional behavior and baseless criticisms from his manager while investigating discriminatory hiring practices, including an Illinois store manager allegedly rejecting an applicant because of his age. His efforts to address these concerns about what he believed to be unlawful employment practices were met with resistance from a manager of Chinese descent, who doubtless worried that Plaintiff may have already reported or was planning to report these violations to higher management or relevant authorities.

On April 24, 2024, just weeks into his role, Mr. Perez was abruptly terminated, allegedly for failing to meet work expectations. However, he strongly contests this claim, asserting that his termination was unlawfully motivated by both discrimination and retaliation. He believes that his supervisor at the time who is of Chinese descent, targeted him for not speaking Mandarin, despite proficiency in Mandarin never having been a stated job requirement. Furthermore, because he had raised his concerns addressing labor code and workplace violations, Mr. Perez contends that his termination was an act of blatant retaliation for his efforts. The Defendants' pretextual justification for his firing suggests unlawful and retaliatory motives, ultimately resulting in his wrongful termination.

Plaintiff, Diana Alvarez

On or around April 15, 2024, Diana Alvarez (hereinafter, “Ms. Alvarez”) was hired by Miniso as a Talent Acquisition Specialist and worked at its location in West Covina, California. As a full-time, employee, Miniso also wrongly classified Ms. Alvarez as salaried exempt. Her annual compensation was set at \$75,000.00, however Ms. Alvarez met none of the legal criteria required to have been properly classified as an exempt employee. Ms. Alvarez’s primary responsibilities as a Talent Acquisition Specialist for Miniso included arranging interviews, candidate screening, managing the recruitment process and other tasks as required or assigned.

At no time during her employment, was Ms. Alvarez ever permitted to exercise independent judgment in performing her job duties which at all times were performed under the direct supervision and control of Miniso. Moreover, Ms. Alvarez’s work, and job duties were performed in a strictly, non-managerial capacity. At no time did Ms. Alvarez have a team to oversee or manage, and no one reported directly to her or supported her. She did not have the authority or discretion to hire, fire, or even discipline other employees, nor was she in any manner involved in setting and implementing operational policies, procedures and practices in further advancement of Miniso’s business objectives. In fact, Ms. Alvarez performed and carried out the same routine tasks as other hourly, nonexempt employees employed at Miniso. Her tasks and job duties were closely monitored by Miniso’s Sr. HR Manager Tiffany Wang, from whom she received work-related instructions. Miniso improperly classified Ms. Alvarez as a salaried exempt employee when Ms. Alvarez’s position and job duties clearly met none of the criteria under California law under which an employee may be lawfully classified as an exempt employee.

During her employment, Ms. Alvarez rarely was afforded duty-free and uninterrupted meal/rest breaks due to chronic shortage of staff. During her lunch breaks, she was required to be on the lookout and be ever-available to attend to tasks that were transmitted by her employers, through her work-issued radio. Accordingly, Miniso actively failed in its lawful obligation to fully relinquish control to permit Ms. Alvarez an opportunity for her rest and meal break periods. Despite these repeated violations, Miniso rarely paid Ms. Alvarez’s premium pay penalties to which she was entitled, in an amount equal to one hour’s wages at her applicable hourly rate of pay for each day the rest and meal break violations occurred.

Furthermore, necessary and integral to the performance of her job duties, Ms. Alvarez was compelled to use her personal cell phone for execution of her work-related tasks and communications. Despite Miniso’s knowledge of these business-related expenses, it never provided any kind of reimbursement scheme that Ms. Alvarez could avail herself of. This failure on the part of Miniso constitutes a violation of Labor Code § 2802, which prohibits employers from offloading operational expenses onto the shoulders of their employees.

During the course of her employment, Ms. Alvarez engaged in a protected activity by verbally opposing what she believed to be Defendants’ unlawful labor practices, including off-the-clock work without any compensation, wage theft, and failure to reimburse business expenses. She also raised concerns that her employer required her to be available around the clock – including on her own personal time, without being compensated. Additionally, she raised concerns regarding the company's refusal to

reimburse her for the business expenses she incurred, including internet and cell phone usage, despite requiring her to use personal resources for work-related duties. Ms. Alvarez refused to work outside of her regular scheduled hours without proper compensation and asserted her right to a structured work schedule. Shortly thereafter, the Defendants retaliated by revoking her laptop privileges, prohibiting her from working remotely, and issuing a written warning for alleged insubordination.

On May 14, 2024, Ms. Alvarez informed her supervisor, Ms. Tiffany Wang, that she would be taking a medically-ordered leave of absence due to personal health issues. Ms. Alvarez expected her conversation with Ms. Wang to be a private and confidential matter, as is typically the case when employees share sensitive personal information with their supervisors. However, to Ms. Alvarez's shock and dismay, Ms. Wang responded to her email by copying another employee on the message, thereby breaching Ms. Alvarez's confidentiality and disclosing her health condition without her consent. This unauthorized disclosure has caused Ms. Alvarez significant distress and emotional harm, and undermined her trust in her supervisor and the company's commitment to maintaining a safe and respectful work environment.

These incidents suffered by Ms. Alvarez caused detrimental impact on her work performance and, consequently, her overall well-being. Ms. Alvarez felt disrespected which led her to suffer emotionally and psychologically. Miniso's hostile work environment became unbearable. Prioritizing her mental health, Ms. Alvarez felt forced to quit her job on May 30, 2024. Because of the increasingly hostile and intolerable working conditions, this constituted a wrongful constructive discharge, which is considered a form of wrongful termination under California Law.

Further, upon accepting their job offers, both Mr. Perez and Ms. Alvarez were required to sign identical Confidentiality Agreements. Mr. Perez executed the agreement on March 27, 2024, while Ms. Alvarez signed the Agreement on April 3, 2024. The Confidentiality Agreements they signed contained identical clauses that are illegal, including the following provisions:

- **No Conflicting Engagement.** Employee acknowledges that he/she has not entered into, and he/she will not enter into, any agreement either written or oral in conflict with this Agreement or the employment with Company. Employee will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose Employee's own or any third party's confidential information or intellectual property when acting within the scope of his or her employment or otherwise on behalf of Company. Further, Employee agrees that he/she has not retained any confidential information of a prior employer or other third party, whether or not created by him or her.
- **Restrictive Covenants.** Based upon the Employee's state of residency, where the state laws allow the Company to enforce restrictive covenants, this section applies as to the fullest extent permitted by law: the Employee understands that the nature of the Employee's position gives the Employee access to and knowledge of Confidential Information and places the Employee in a position of trust with the Company. The Employee understands and acknowledges that the services the Employee provides to the Company are unique, special, or extraordinary.

The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that violation of this section is likely to result in irreparable harm and damages to the Company. The Employee acknowledges and agrees that the scope and duration of the restrictions and limitations described in this section are reasonable and necessary to protect the business interests of the Company. The Employee agrees that if there is any violation of any of the terms of this section, the applicable period of any restrictive covenant shall be extended by a period of time equal to the same period of violation.

- **Non-Competition.** Employee agrees that unless a prior written consent is obtained from the CEO of the Company, he/she will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company. Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Employee, during the Employment Term, the Employee agrees and covenants not to engage in any Competitive Activity within retail industry in the United States (the "Restrictive Area"). In addition, upon separation of employment and for a period of twelve (12) months (the "Restrictive Period"), the Employee agrees and covenants not to engage in any Competitive Activity within the retail industry in the Restrictive Area.
- **Non-Disparagement.** The Employee agrees and covenants that the Employee will not, at any time during the employment with the Company and for three years thereafter, make, publish, or communicate to any person or entity or in any public forum any defamatory, or disparaging remarks, comments, or statements concerning the Company or its businesses, affiliates, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, including rights as afforded by Section 7 of the National Labor Relations Act.

California Business and Professions Code Section 16600.1 (a) makes it unlawful to require an employee to enter into an unlawful noncompete agreement.

Section 16600.1(b) also mandates a notice requirement that requires employers who maintained unlawful noncompetition agreements to notify employees whom it employed after January 1, 2022, and who were required to enter into an unlawful noncompete agreement, that the unlawful noncompetition agreement was illegal and void by February 14, 2024: Concerning such notice, Section 16600.1(2) provides, "*Notice made under this subdivision shall be in the form of a written individualized communication to the employee or former employee, and shall be delivered to the last known address and the email address of the employee or former employee.*"

Section 16600.1 establishes that a violation constitutes an act of unfair competition under California Business and Professions Code Section 17200, and provides for injunctive relief, restitution, and civil penalties.

Defendants' unlawful noncompete terms and provisions in the Confidentiality Agreement give rise to a legal claim for Defendants' violation of Labor Code Section 432.5.

Plaintiffs are informed and believe, and based thereon, allege that the above-described violations are ongoing, systematic, and uniform as to other similarly situated employees of Defendants. If Defendants fail to cure these alleged violations, as alleged herein, Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.¹

Illegal Terms and Condition of Employment

Mandatory Arbitration Agreement – Unlawful Terms (Labor Code § 432.6)

Defendants required Mr. Perez to sign a mandatory arbitration agreement containing an express waiver of PAGA representative actions. This unlawful provision, in direct violation of Labor Code § 432.6 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 327 P.3d 129, 173 Cal.Rptr.3d 289 unlawfully conditioned employment on waiving Mr. Perez's statutory rights.

The arbitration agreement also imposed an illegal fee-shifting clause, requiring each party to bear their own attorneys' fees and costs in any dispute regarding the enforceability of the agreement, regardless of outcome — violating Labor Code § 2699(g)(1) and public policy under *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 6 P.3d 669, 99 Cal.Rptr.2d 745.

Illegal Non-Compete, Non-Disparagement, and Confidentiality Provisions (Labor Code § 432.5 & BPC § 16600)

Defendants' Confidentiality Agreement imposed **illegal restrictive covenants**, including:

- A non-compete clause barring employment in the retail industry for 12 months post-termination.
- An overbroad non-disparagement clause restricting employees from discussing working conditions, wages, or grievances.
- Prohibitions on disclosing workplace conditions to coworkers, regulators, or the public.

¹ Without limitation, Plaintiffs, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

"The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7."

These policies violate:

- Labor Code § 432.5 (prohibition on illegal terms of employment).
- Labor Code § 232.5 (protection of employee rights to discuss workplace conditions).
- Business & Professions Code § 16600 (ban on non-competes).

As we stated above, with very narrow exceptions, not applicable to Plaintiffs or the Aggrieved Employees, the California Business and Professions Code renders noncompete contracts in the context of employment as null and void. § 16600.1 *Supra*.

Regarding noncompete contract clauses, Section 16600.5 provides:

- (a) Any contract that is void under this chapter is unenforceable regardless of where and when the contract was signed.
- (b) An employer or former employer shall not attempt to enforce a contract that is void under this chapter regardless of whether the contract was signed and the employment was maintained outside of California.
- (c) An employer shall not enter into a contract with an employee or prospective employee that includes a provision that is void under this chapter.
- (d) An employer that enters into a contract that is void under this chapter or attempts to enforce a contract that is void under this chapter commits a civil violation.
- (e) (1) An employee, former employee, or prospective employee may bring a private action to enforce this chapter for injunctive relief or the recovery of actual damages, or both. (2) In addition to the remedies described in paragraph (1), a prevailing employee, former employee, or prospective employee in an action based on a violation of this chapter shall be entitled to recover reasonable attorney's fees and costs.

Defendants' unlawful Code of Conduct with its unlawful noncompetition terms and provisions violate the foregoing stated sections of California's Business and Professions Code as well as California Labor Code Section 432.5.

California Labor Code Section 432.5 provides, "*No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.*" As vast and sophisticated corporate Defendants, certainly Defendants are and were aware that non-competition agreements are frowned upon and unlawful in the State of California – with rare and few exceptions, none of which are applicable to Plaintiff and the Aggrieved Employees.

Violations of Labor Code Section 432.5 constitute a misdemeanor under California Labor Code Section 433. Moreover, a breach of Labor Code Section 432.5 also serves as grounds for a representative action pursuant to the California Private Attorneys General Act.

As a result of Defendants' violation of Labor Code Section 432.5, Plaintiffs intend to bring a claim for recovery of civil penalties under the PAGA (Labor Code Section 2699, as amended) for each such violation that occurred as to Plaintiff and each of the Aggrieved Employees.

Illegal Arbitration Agreement (Labor Code § 432.6)

Defendants required Mr. Perez and other Aggrieved Employees to sign a mandatory arbitration agreement as a condition of employment. This agreement:

- Unlawfully waives the right to bring representative PAGA actions in any forum, in direct violation of Labor Code § 432.6 and the California Supreme Court's decision in *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348.
- Contains a fee-shifting provision requiring each party to bear their own attorneys' fees and costs in any enforcement proceeding, in violation of Labor Code § 2699(g)(1) and public policy under *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83.

Unlawful PAGA Waiver

Defendants required Mr. Perez and similarly situated employees to sign mandatory arbitration agreements that purport to waive their rights to bring representative actions under PAGA in any forum, including both arbitration and court. Such provisions are facially unlawful and violate California public policy as recognized in *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, *supra* and Labor Code § 432.6. The inclusion and enforcement of this term itself constitutes an independent violation of the Labor Code, enforceable under PAGA.

Unlawful Fee-Shifting Provision

Defendants' mandatory arbitration agreement further includes an illegal fee-shifting provision requiring each party to bear their own attorneys' fees and costs in any proceeding to enforce the agreement, regardless of outcome. This violates Labor Code § 2699(g)(1) and public policy under *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83. The inclusion of this unlawful provision itself constitutes an independent violation of the Labor Code, enforceable under PAGA.

Restricting Discussion of Working Conditions (Labor Code § 232.5)

Defendants further violated Labor Code § 232.5 by maintaining unlawful confidentiality policies that prohibited Mr. Perez and similarly situated employees from discussing wages, working conditions, and potential Labor Code violations with coworkers, government agencies, or the public.

Retaliation for Complaints (Labor Code §§ 98.6, 1102.5)

Shortly after Mr. Perez raised concerns about wage practices, operational deficiencies, and handbook compliance issues, Defendants subjected him to disciplinary warnings and adverse employment actions, culminating in his termination, just a few weeks into his employment. Defendants' conduct violated:

- Labor Code § 98.6 (retaliation for asserting Labor Code rights).

- Labor Code § 1102.5 (whistleblower retaliation).

Similarly, after Ms. Alvarez raised concerns about working conditions, wage violations, and her health leave, Defendants:

- Publicly disclosed her confidential medical information.
- Created intolerable working conditions, forcing her resignation (constructive discharge). This violated Labor Code §§ 98.6 and 1102.5.

Violation of Labor Code § 98.6 - Retaliation for Asserting Labor Code Rights

Defendants violated Labor Code § 98.6 by retaliating against Ms. Alvarez and other Aggrieved Employees for asserting their rights under the California Labor Code. Ms. Alvarez raised concerns about wage theft, improper timekeeping, denial of meal and rest breaks, and unreimbursed work expenses. Following her complaints, Defendants subjected Ms. Alvarez to heightened scrutiny, public disclosures of private health information, and hostile treatment culminating in her constructive discharge. This pattern of retaliatory conduct, in direct response to her lawful exercise of Labor Code rights, violates Labor Code § 98.6 and gives rise to PAGA penalties.

Violation of Labor Code § 1102.5 - Whistleblower Retaliation

Defendants further violated Labor Code § 1102.5 by retaliating against Ms. Alvarez and other Aggrieved Employees who disclosed, internally and externally, violations of California labor laws. Ms. Alvarez's internal complaints concerning off-the-clock work, wage theft, failure to reimburse business expenses, and illegal confidentiality and non-compete clauses constitute protected whistleblower activity. Defendants responded by isolating Ms. Alvarez, exposing her private health information to unauthorized parties, and fostering a work environment so intolerable that Ms. Alvarez was constructively terminated. Such actions directly violate Labor Code § 1102.5, enforceable under PAGA.

Misclassification of Exempt Employee

Section 1(A) of IWC Order No. 4-2001 provides exemptions for employees who fall under executive, administrative, and/or professional exemptions. Section 3(D) of IWC Order No. 4-2001 exempts employees "whose earnings exceed one and one-half (1½) times the minimum wage if more than half of that employee's compensation represents commissions," from receiving overtime compensation and other benefits.

Here, the primary duties of the Plaintiffs and those similarly situated employees who were incorrectly classified by Miniso as salaried exempt, were closely and strictly managed and monitored by Defendants and the execution of their assigned tasks had to comply with Defendant's articulated policies, procedures and protocols. There was no discretionary or independent judgment or ability to deviate from Defendant's detailed procedures, policies and protocols when performing their job duties. Any supposed exercise of independent judgment was at all times subject to pre-approval by Plaintiffs' managers and job tasks still had to be performed within Defendant's strictly articulated guidelines. Plaintiffs and the misclassified Aggrieved Employees had no independent managerial duties or authority,

and the work in which they were engaged was not related to the implementation or advancement of management or operational policies or business operations.

As a result of their improper classification by Defendants as exempt, Plaintiffs and other similarly situated misclassified employees are/were entitled to recover unpaid compensation including overtime pay for overtime hours worked, as well as premium pay compensation for rest and meal break violations that occurred. In addition Plaintiffs and such Aggrieved Employees are/were entitled to complete and accurate wage statements, and full and proper wages for all labor performed. Defendants did not provide any system or mechanism for Plaintiffs and Aggrieved Employees to punch in/out of shifts or for meal break periods. Therefore, even though they frequently labored more than eight hours shift per day, Plaintiffs and similarly situated Aggrieved Employees were not provided with overtime compensation they were lawfully owed.

Failure to Provide Labor Code Compliant Meal Breaks

Labor Code Section 512 governs the timing, length, duration and frequency of meal break periods, and provides: *“An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”*

Furthermore, Labor Code Section 226.7 provides “(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 11, “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” It provides further that, “if an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

Plaintiffs and the Aggrieved Employees, both those who were classified as salaried exempt or as hourly nonexempt, were rarely, if ever provided an opportunity to take uninterrupted and duty-free meal

breaks. This forced the Plaintiffs and Aggrieved Employees to work nonstop throughout their shifts with no ability or opportunity for any breaks. Because Plaintiffs and other employees who were misclassified as salaried exempt, these missed and on-duty working meal breaks were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant meal break.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney's fees pursuant to 2699(g).

Failure to Provide Labor Code Compliant Rest Breaks

Labor Code § 226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 12 (A) &(B) “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Plaintiffs and other similarly situated Aggrieved Employees both those who were classified as salaried exempt or as hourly nonexempt, nearly always missed their rest breaks due to the operational policies, heavy workloads and demands of their employer, and Defendant's chronic shortage of adequate staffing, all of which actively impeded their ability to take their lawfully entitled breaks. This resulted in Plaintiffs and Aggrieved Employees not being provided with Labor Code compliant, timely and duty-free, ten minute rest breaks after each fourth hour of labor performed or major fraction thereof. These rest break violations were never tracked or recorded by Defendants and Plaintiffs and the Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant rest break.

Throughout the statutory period, Defendants actively failed in its lawful obligation to fully relinquish control to permit Plaintiffs and Aggrieved Employees an opportunity for their rest breaks by failing to implement measures and procedural workplace policies to enable its employees to take lawfully entitled rest breaks after each fourth hour of labor performed or major fraction thereof. Despite these known and intentional violations, Defendants have never paid Plaintiffs and Aggrieved Employees the premium pay penalties equal to one hour's wages at their applicable respective rates of pay for each rest

break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide rest break periods and payment of premium pay penalties if they fail to do so.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover the maximum allowable civil penalties as provided under Labor Code Section 2699(a) and for attorney's fees pursuant to 2699(g).

Failure to Compensate Employees for Every Hour Worked During Employment

Labor Code § 204 (a) states *"All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."*

Labor Code § 1194 (a) provides, *"Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."*

Labor Code §§ 204 and 1194 (a) have been violated and Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Violation of Labor Code § 246 - Interference with Paid Sick Leave Rights

Defendants violated Labor Code § 246, which guarantees employees the right to take protected, accrued paid sick leave without interference, retaliation, or unnecessary burdens. Defendants' attendance policies required excessive documentation, including automatic demands for a doctor's note after three days, even absent evidence of abuse. Additionally, Defendants maintained a workplace culture that discouraged the lawful use of sick leave, creating an environment where employees, including Ms. Alvarez, feared adverse treatment for taking statutorily protected time off. These practices constitute unlawful interference with the exercise of rights guaranteed under Labor Code § 246 and are enforceable under PAGA.

Failure to Pay Overtime

Labor Code § 510 (a) states that, *"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."*

As discussed above, Plaintiffs and the Aggrieved Employees often performed work during rest and meal break periods. Such off-the-clock work caused Plaintiffs and the Aggrieved Employees to work

more than eight hours in a day and more than forty hours in a work week throughout the relevant statutory period. Defendants never documented nor paid overtime wages earned and owed for all of these extra hours Plaintiffs and the Aggrieved Employees were working during their breaks while off the clock. Defendants is in violation of Labor Codes § 510 (a) and 1194. Plaintiffs and the Aggrieved Employees are entitled to recover their earned, unpaid overtime wages plus penalties and interest, as well as their attorney's fees.

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by California law.

Failure To Maintain Accurate Records of Hours Worked

Labor Code § 1174(d) provides, *“Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”*

Due to Defendants' derelict operational policies, procedures and practices, Plaintiffs and the Aggrieved Employees often performed work-related activities while off the clock during “purported rest breaks and meal breaks” and worked overtime as a direct consequence, which time was not and is not tracked or recorded by the Defendants in violation of Labor Code § 1174(d).

Plaintiffs intend to bring an action against Defendants under the PAGA to recover civil penalties as provided by Labor Code § 2699 for violation of Labor Code §1174(d).

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires California employers to provide an accurate wage statement to their employees in writing each and every pay period that includes nine categories of information specified by law. The following information to be listed on employees' pay stubs:

1. Gross wages earned;
2. Total hours worked (not required for salaried exempt employees);
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;

7. The name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;
8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and
9. All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

As stated, Plaintiffs and the Aggrieved Employees' actual hours worked, including the time they were work/worked during meal/rest breaks and while off the clock, were never in any manner tracked or recorded by Defendant. Consequently, the pay stubs Defendants issued were never complete or accurately itemized. The pay stubs failed to reflect all hours actually worked by Plaintiffs and the Aggrieved Employees each pay period throughout the statutory period at the correct corresponding rates of pay, nor did they correctly reflect payment of the requisite premium pay penalties for missed and noncompliant rest break and meal break periods. The deficiencies in Plaintiffs and Aggrieved employees' wage statements were not one-off, clerical mistakes or omissions. Defendants were completely aware of its own operational policies and practices and of its own staffing shortages and was, at all relevant times, aware that Plaintiffs and the Aggrieved Employees worked and are working during their purported rest and meal breaks because of its operational policies and practices. Defendant's intentional and knowing violations resulted in consistent violations of Section 226, exposing them to statutory penalties for violations.

As provided by California Labor Code Section 226, employees may recover penalties if they suffer an injury because of an employer's knowing and intentional failure to comply with the statute. Plaintiffs and Aggrieved Employees are entitled to recover the greater of actual damages or \$50 for the initial violation or \$100 for each violation in a subsequent pay period, subject to a maximum aggregate penalty of \$4,000, plus an award of his attorney's fees and costs. In addition, Labor Code 226.3 provides that "employers who violate section 226(a) are subject to a civil penalty of \$250 per employee per violation for the initial "citation" and \$1,000 per employee for each subsequent violation."

Plaintiffs intend to bring an action under the PAGA for Defendant's repeated violations of Labor Code 226(a) during the statutory period and will seek to recovery of the applicable civil penalties for each and such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

Labor Code § 201 provides, in pertinent part, that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) calendar days.

As set forth above, Defendants failed to pay Plaintiffs and the Aggrieved Employees all earned wages that they were owed within the required time during their employment which constituted a violation of Labor Code Section 204. As a result, at the time that Plaintiffs and other such Aggrieved Employees who separated from Defendant's employment during the relevant statutory period, Defendants failed to pay them all of their earned and owed wages at the time of termination as set forth in sections 201-203.

Accordingly, Plaintiffs intend to bring an action under the PAGA for Defendants' systemic violations of Labor Code Sections 201 through 203 and for recovery of civil penalties for each such violation that occurred as to the Plaintiffs and such of the Aggrieved Employees who separated from Defendant's employment during the statutory period.

Reimbursement of Work-related Expenses

Pursuant to Labor Code §2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

As discussed, necessary and integral to the performance of their job duties, Plaintiffs and similarly-situated Aggrieved Employees were required to use their personal cell phones throughout the workday in the routine and necessary discharge of their work-related job duties. However at no time did Defendants ever reimburse the Plaintiffs or similarly Aggrieved Employees whether salaried exempt or hourly nonexempt for the expenses they incurred in the use of their personal cell phones, in the discharge of their work-related job duties and communications.

Labor Code § 2802, prohibits employers from offloading operational expenses onto the shoulders of their employees. Defendant's failure to reimburse its employees for their necessary and reasonably incurred cell phone expenses in the discharge of their work duties, constitute violation of Labor Code Section 2802. Plaintiffs intend to bring a claim for recovery of civil penalties under the PAGA for each such violation that occurred as to Plaintiffs and each of the Aggrieved Employees.

Conclusion

In sum, as has been factually alleged, Defendants violated among other statutes and regulations **Labor Codes §§ 98.6, 201-203, 204, 226(a), 226.7, 432.5, 432.6, 246, 510, 512, 1174 (d), 1194(a), 2802, 98.6, 1102.5, Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4) and California Business and Professions Code §§ 16600, 16600.1 and 17200.**

Plaintiffs on their own behalf and on behalf of all similarly situated Aggrieved Employees, seek to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code 2699.3 (f).

Plaintiffs request that the LWDA to investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiffs request the agency inform them if it

California Labor & Workforce
Development Agency
March 4, 2025
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does not intend to investigate these violations so that they may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW GROUP

A handwritten signature in blue ink, appearing to read 'J. Whitehead', with a stylized flourish extending to the right.

Jacob N. Whitehead, Esq.

JNW/mm



Marjelyn Maglayon <mmaglayon@wemploymentlaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: mmaglayon@wemploymentlaw.com

Tue, Mar 4, 2025 at 9:02 AM

03/04/2025 09:02:36 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE
LWDA CASE NO. LWDA-CM-1058637-24

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 **7700 Irvine Center Drive, Suite 800, Irvine, CA 92618**. On March 3, 2025, I served the following document: **SECOND AMENDED PAGA NOTICE** on the interested parties in this action, addressed as follows:

(PLEASE SEE ATTACHED SERVICE LIST)

☒ **(BY CERTIFIED MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY FACSIMILE):** On the below date, I transmitted the foregoing document(s) by facsimile sending number. Pursuant to rule 2009(i)(4), I caused the machine to print a transmission record of the transmission.

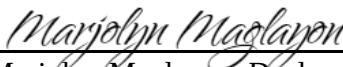
☐ **(BY PERSONAL SERVICE):** I delivered such envelope by hand to the offices of the addressee. Executed on the below date, at Irvine, California.

☒ **(BY ELECTRONIC MAIL) :** On the below date and time, I electronically served the foregoing document(s) to the electronic service addresses on the attached service list pursuant to California Rules of Court 2.251(g) **AND I DID NOT RECEIVE A DELIVERY NOTICE FAILURE.**

☒ **(STATE)**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 3, 2025 at Irvine, California.



Marjolyn Maglayon, Declarant

SERVICE LIST

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Certified Return Receipt Mail

Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Email Only

Yongkang Huang (Jeffrey Huang)
jeffrey.huang@consultils.com
Innovative Legal Services
Los Angeles, California

Via Certified Return Receipt Mail

USA Miniso Depot Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

Bobby Choy
Registered Agent for Miniso Depot CA, Inc.
1050 Lakes Drive Suite 260
West Covina, CA 91790

Via Certified Return Receipt Mail

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