

EXHIBIT B

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph Lavi, Esq.; Vincent C. Granberry, Esq. SBN: 209776; 276483 LAVI & EBRAHIMIAN LLP 8889 W. OLYMPIC BLVD., SUITE 200, BEVERLY HILLS, CA 90211 TELEPHONE NO.:(310) 432-0000 FAX NO.:(310) 432-0001		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles FEB 24 2020 Sherr R. Capen, Executive Officer/Clerk of Court By <u>Steven Drew</u> , Deputy BY FAX
ATTORNEY FOR (Name): Plaintiffs Monica Velazquez and Crystal Fregoso SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: 2020STCV07091 JUDGE: DEPT:
CASE NAME: Velazquez, et al. v. L Brands, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 6 Violations of CA Labor Code; 1 UCL Violation; 1 Violation Private Attorney General Act
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 24, 2020

Vincent C. Granberry, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

BY FAX

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ol style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
<input type="checkbox"/> A6109 Labor Commissioner Appeals		10	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 8, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
Insurance Coverage (18)	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6		
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 			
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; border-bottom: 1px solid black; padding: 2px;">CITY:</td> <td style="width:17%; border-bottom: 1px solid black; padding: 2px;">STATE:</td> <td style="width:50%; border-bottom: 1px solid black; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
CITY:	STATE:	ZIP CODE:		

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: February 24, 2020

 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: L BRANDS, INC.; LIMITED BRANDS, INC.; THE
(AVISO AL DEMANDADO): LIMITED, INC.; VICTORIA'S SECRET STORES,
LLC; and DOES 1 to 100, Inclusive

YOU ARE BEING SUED BY PLAINTIFF: MONICA VELAZQUEZ and
(LO ESTÁ DEMANDANDO EL DEMANDANTE): CRYSTAL FREGOSO, on
behalf of themselves and others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]* Deputy
Steven Drew

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

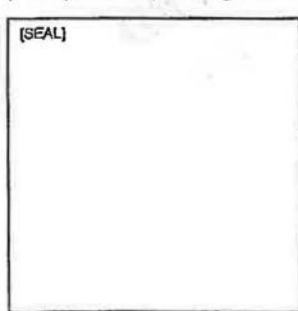
The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Los Angeles
111 North Hill Street
Los Angeles, California 90012

CASE NUMBER:
(Número del Caso)
20STCV07091

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Joseph Lavi, Esq. (SBN 209776); Vincent C. Granberry, Esq. (SBN 276483)
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DATE: _____ Clerk, by _____, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

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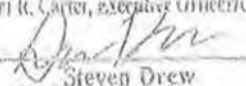
NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of *(specify)*:
- on behalf of *(specify)*:
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify)*:
- by personal delivery on *(date)*:

1 Joseph Lavi, Esq. (SBN 209776)
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County of Los Angeles

FEB 24 2020

Sherril K. Carter, Executive Clerical Clerk of Court
By  Deputy
Steven Drew

Attorneys for Plaintiffs MONICA VELAZQUEZ and CRYSTAL FREGOSO
on behalf of themselves and others similarly situated.

BY FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10 MONICA VELAZQUEZ and CRYSTAL
11 FREGOSO, on behalf of themselves and others
12 similarly situated,

12 Plaintiff,

13 v.

14 L BRANDS, INC.; LIMITED BRANDS, INC.;
15 THE LIMITED, INC.; VICTORIA'S SECRET
16 STORES, LLC; and DOES 1 to 100, Inclusive,

17 Defendants.

Case No.: 20STCV07091

CLASS ACTION

PLAINTIFFS MONICA VELAZQUEZ'S
AND CRYSTAL FREGOSO'S
COMPLAINT FOR DAMAGES AND
RESTITUTION AND FOR:

1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197
2. FAILURE TO PAY PROPER OVERTIME WAGES FOR DAILY OVERTIME WORKED, ALL HOURS WORKED, AND FAILURE TO INCLUDE BONUS PAY IN CALCULATING OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198
3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7
4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7

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- 5. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226
- 6. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203
- 7. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.*
- 8. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff MONICA VELAZQUEZ and CRYSTAL FREGOSO, ("Plaintiffs"), who allege and complain against Defendants L BRANDS, INC.; LIMITED BRANDS, INC.; THE LIMITED, INC.; VICTORIA'S SECRET STORES, LLC; and DOES 1 to 100, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and overtime hours worked at the overtime rate of pay due to Defendants' policy, practice, and/or procedure of subjecting employees to bag checks and/or security checks after they clocked out for meal periods and/or at the end of their shifts without paying them for that time; requiring employees who worked the closing shift to clock out, be subjected to bag checks and/or security checks, and then stand by the exit door in order wait for all other closing shift employees to arrive at the exit door so that they could exit together, arm Defendants' alarm system and lock Defendants' doors behind them; failure to pay overtime at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating

1 the overtime rate of pay; failure to authorize or permit legally-required meal periods of not less than
2 30 minutes or pay meal period premium wages due to Defendants' policy, practice, and/or
3 procedure of subjecting employees to bag checks and/or security checks after they clocked out for
4 meal periods; failure to pay proper meal period premium wages at the regular rate due to
5 Defendants' failure to include all remuneration when calculating employees' regular rate of pay for
6 purposes of paying premium wages; failure to authorize or permit legally-required rest periods of a
7 net 10 minutes or pay rest period premium wages due to Defendants' policy, practice, and/or
8 procedure due to Defendants' policy, practice, and/or procedure of subjecting employees to bag
9 checks and/or security checks when they left Defendants' premises for rest periods; failure to pay
10 proper rest period premium wages at the regular rate due to Defendants' failure to include all
11 remuneration when calculating employees' regular rate of pay for purposes of paying premium
12 wages; statutory penalties for failure to provide accurate wage statements; waiting time penalties in
13 the form of continuation wages for failure to timely pay employees all wages due upon separation
14 of employment; injunctive relief and other equitable relief; reasonable attorney's fees pursuant to
15 California Labor Code sections 226(e), 1194, and 2699(g)(1); costs; and interest brought on behalf
16 of Plaintiffs and others similarly situated.

17 II. JURISDICTION AND VENUE

18 2. This Court has jurisdiction over Plaintiffs' and the Class Members' claims for unpaid
19 wages and interest thereon for failure to wages for all hours worked at minimum wage and overtime
20 hours worked at the overtime rate of pay due to Defendants' policy, practice, and/or procedure of
21 subjecting employees to bag checks and/or security checks after they clocked out for meal periods
22 and/or at the end of their shifts without paying them for that time; requiring employees who worked
23 the closing shift to clock out, be subjected to bag checks and/or security checks, and then stand by
24 the exit door in order wait for all other closing shift employees to arrive at the exit door so that they
25 could exit together, arm Defendants' alarm system and lock Defendants' doors behind them; failure
26 to pay overtime at the proper overtime rate of pay due to Defendants' failure to include all
27 remuneration when calculating the overtime rate of pay; failure to authorize or permit legally-
28 required meal periods of not less than 30 minutes or pay meal period premium wages due to

1 Defendants' policy, practice, and/or procedure of subjecting employees to bag checks and/or
2 security checks after they clocked out for meal periods; failure to pay proper meal period premium
3 wages at the regular rate due to Defendants' failure to include all remuneration when calculating
4 employees' regular rate of pay for purposes of paying premium wages; failure to authorize or permit
5 legally-required rest periods of a net 10 minutes or pay rest period premium wages due to
6 Defendants' policy, practice, and/or procedure due to Defendants' policy, practice, and/or procedure
7 of subjecting employees to bag checks and/or security checks when they left Defendants' premises
8 for rest periods; failure to pay proper rest period premium wages at the regular rate due to
9 Defendants' failure to include all remuneration when calculating employees' regular rate of pay for
10 purposes of paying premium wages; statutory penalties for failure to provide accurate wage
11 statements; waiting time penalties in the form of continuation wages for failure to timely pay
12 employees all wages due upon separation of employment; and claims for injunctive relief and
13 restitution under California Business & Professions Code section 17200 *et seq.* for the following
14 reasons: Defendants operate throughout California; Defendants employed Plaintiffs and putative
15 class members in Los Angeles County and other locations throughout California; Defendants
16 operate at 1600 Azusa Ave., Suite 412, City of Industry, California 91748; more than two-thirds of
17 the putative class members are California citizens; the principal violations of California law
18 occurred in California; no other class actions have been filed against Defendants in the last three
19 years alleging wage and hour violations; the conduct of Defendants forms a significant basis for
20 Plaintiffs' and the Class Members' claims; and Plaintiffs and the Class Members seek significant
21 relief from Defendants.

22 **III. PARTIES**

23 1. Plaintiffs bring this action on behalf of themselves and other members of the general
24 public similarly situated. The named Plaintiffs and the class of persons on whose behalf this action
25 is filed are current, former and/or future employees of Defendants who work as hourly non-exempt
26 employees. At all times mentioned herein, the currently named Plaintiffs are and were residents of
27 California and were employed by Defendants as hourly non-exempt salespeople, within the four
28 years prior to the filing of the complaint.

1 2. Defendants employed Plaintiffs as hourly non-exempt salespeople. Defendants
2 employed Plaintiff MÓNICA VELAZQUEZ from on around April 21, 2015 through on or around
3 October 26, 2017. Defendants employed Plaintiff CRYSTAL FREGOSO from on or around
4 November 19, 2014 through on or around October 17, 2017.

5 3. Plaintiffs are informed and believes and on that basis allege that Defendants
6 employed Plaintiff and other hourly non-exempt employees, including hourly non-exempt
7 employees who work as salespeople and earn bonus compensation, commissions and/or incentives,
8 throughout the State of California and therefore its conduct forms a significant basis of the claims
9 asserted in this matter.

10 4. Plaintiffs are informed and believes and thereon alleges that Defendant L BRANDS,
11 INC, is authorized to do business within the State of California and is doing business in the State of
12 California and/or that Defendants DOES 1 - 20 are, and at all times relevant hereto were persons
13 acting on behalf of L BRANDS, INC. in the establishment of, or ratification of, the aforementioned
14 illegal wage and hour practices or policies. Defendant L BRANDS, INC. operates in Los Angeles
15 County and employed Plaintiffs and putative class members in Los Angeles County at its business
16 located at 1600 Azusa Ave., Suite 412, City of Industry, California 91748.

17 5. Plaintiffs are informed and believes and thereon alleges that Defendant LIMITED
18 BRANDS, INC. is authorized to do business within the State of California and is doing business in
19 the State of California and/or that Defendants DOES 21 - 40 are, and at all times relevant hereto
20 were persons acting on behalf of LIMITED BRANDS, INC. in the establishment of, or ratification
21 of, the aforementioned illegal wage and hour practices or policies. Defendant LIMITED BRANDS,
22 INC. operates in Los Angeles County and employed Plaintiffs and putative class members in Los
23 Angeles County at its business located at 1600 Azusa Ave., Suite 412, City of Industry, California
24 91748.

25 6. Plaintiffs are informed and believes and thereon alleges that Defendant THE
26 LIMITED, INC. is authorized to do business within the State of California and is doing business in
27 the State of California and/or that Defendants DOES 41 - 60 are, and at all times relevant hereto
28 were persons acting on behalf of THE LIMITED, INC. in the establishment of, or ratification of, the

1 aforementioned illegal wage and hour practices or policies. Defendant THE LIMITED, INC.
2 operates in Los Angeles County and employed Plaintiffs and putative class members in Los
3 Angeles County at its business located at 1600 Azusa Ave., Suite 412, City of Industry, California
4 91748.

5 7. Plaintiffs are informed and believes and thereon alleges that VICTORIA'S SECRET
6 STORES, LLC is authorized to do business within the State of California and is doing business in
7 the State of California and/or that Defendants DOES 61 - 80 are, and at all times relevant hereto
8 were persons acting on behalf of VICTORIA'S SECRET STORES, LLC in the establishment of, or
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
10 VICTORIA'S SECRET STORES, LLC operates in Los Angeles County and employed Plaintiffs
11 and putative class members in Los Angeles County at its business located at 1600 Azusa Ave., Suite
12 412, City of Industry, California 91748.

13 8. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 81 -
14 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
15 his or her capacity as an agent, shareholder, owner, representative, manager, supervisor,
16 independent contractor and/or employee of each Defendant and participated in the establishment of,
17 or ratification of, the aforementioned illegal wage and hour practices or policies.

18 9. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
19 Plaintiffs sue said defendants by said fictitious names, and will amend this complaint when the true
20 names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
21 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
22 named Defendants is in some manner responsible for the events and allegations set forth in this
23 complaint.

24 10. Plaintiffs are informed, believes, and thereon alleges that at all relevant times, each
25 defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
26 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
27 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
28 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all

1 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
2 complaint. Plaintiff is further informed and believes and thereon alleges that each defendant acted
3 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
4 each defendant knew or should have known about, authorized, ratified, adopted, approved,
5 controlled, aided and abetted the conduct of all other defendants. As used in this complaint,
6 "Defendant" means "Defendants and each of them," and refers to the Defendants named in the
7 particular cause of action in which the word appears and Defendants L BRANDS, INC.; LIMITED
8 BRANDS, INC.; THE LIMITED, INC.; VICTORIA'S SECRET STORES, LLC, and DOBS 1 to
9 100, inclusive.

10 11. At all times mentioned herein, each Defendant was the co-conspirator, agent,
11 servant, employee, and/or joint venturer of each of the other defendants and was acting within the
12 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
13 permission and consent of each of the other Defendants.

14 12. Plaintiffs make the allegations in this complaint without any admission that, as to
15 any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and
16 Plaintiffs reserve all of Plaintiffs rights to plead in the alternative.

17 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

18 13. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
19 ("Wage Order"), codified at California Code of Regulations title 1, section 11070, Defendants are
20 employers of Plaintiffs within the meaning of the applicable Wage Order and applicable California
21 Labor Code sections. Therefore, each of these Defendants is jointly and severally liable for the
22 wrongs complained of herein in violation of the Wage Order and the California Labor Code.

23 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
24 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
25 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
26 which includes all time that an employee is under control of the employer and all time the employee
27

1 is suffered and permitted to work. This includes the time an employee spends, either directly or
2 indirectly, performing services which inure to the benefit of the employer.

3 15. Plaintiffs and similarly situated employees worked more minutes per shift than
4 Defendants credited them with having worked. Defendants employ a policy, practice, and/or
5 procedure of subjecting Plaintiffs and similarly situated employees to off-the-clock bag checks
6 and/or security checks after they clocked out for meal periods and/or at the end of their shifts.
7 Plaintiff and similarly situated employees were not paid for this time.

8 16. Additionally, Plaintiffs and similarly situated employees who worked the closing
9 shifts for Defendants worked more minutes per shift than Defendants credited them with having
10 worked. Specifically, Defendants maintained a policy, practice, and procedure that required
11 Plaintiffs and similarly situated hourly non-exempt employees who worked closing shifts to clock
12 out for the end of their shift, go through a bag and/or security check, and then stand by the exit door
13 in order wait for all other closing shift employees to arrive at the exit door so that they could exit
14 Defendants' premises together, arm Defendants' alarm system and lock Defendants' doors behind
15 them. Plaintiffs and similarly situated hourly non-exempt employees who worked closing shifts
16 were not compensated for this time.

17 17. California Labor Code sections 1194 and 1197 require an employer to compensate
18 employees for all "hours worked" at least at a minimum wage rate of pay as established by the
19 Industrial Welfare Commission ("IWC") and the Wage Orders.

20 18. Despite the fact that California law requires employers to pay employees for all
21 hours worked at least at a minimum wage rate, Defendants' policy, practice, and/or procedure of
22 subjecting employees to bag checks and/or security checks after they clocked out for meal periods
23 and/or at the end of their shifts without paying them for that time and Defendants' policy, practice
24 and/or procedure of requiring hourly non-exempt employees who worked closing shifts were to
25 clock out for the end of their shift, go through a bag and/or security check, and then stand by the
26 exit door in order wait for all other closing shift employees to arrive at the exit door so that they
27 could exit Defendants' premises together, arm Defendants' alarm system and lock Defendants'
28 doors behind them, resulted in Defendants failure to pay minimum wage for all the hours employees

1 and closing shift employees worked.

2 19. Therefore, Defendants suffered, permitted, and required its hourly employees,
3 including those employees who worked closing shifts, to be subject to Defendants' control without
4 paying wages for that time. This resulted in Plaintiffs and similarly situated employees working
5 time for which they were not compensated any wages, in violation of California Labor Code
6 sections 1194, 1197, and the Wage Order.

7 20. Failure to pay wages for all hours worked in excess of eight (8) hours per day
8 and/or 40 hours in any workweek at the employees' overtime rate of pay: Defendants'
9 employees routinely worked more than eight hours per workday, and/or more than 40 hours in a
10 workweek.

11 21. California Labor Code sections 510 and 1194 require an employer to compensate
12 employees a higher rate of pay for hours worked in excess of eight hours in a workday, or more
13 than 40 hours in a workweek:

14 Any work in excess of eight hours in one workday and any work in excess of 40
15 hours in any one workweek and the first eight hours worked on the seventh day of
16 work in any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee. Any work in excess of 12
18 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.

19 (Cal. Lab. Code §510.)

20 22. Further, California Labor Code section 1198 provides,

21 The maximum hours of work and the standard conditions of labor fixed by the
22 commission shall be the maximum hours of work and the standard conditions of
23 labor for employees. The employment of any employee for longer hours than those
fixed by the order or under conditions of labor prohibited by the order is unlawful.

24 23. Despite that California law requires employers to pay employees a higher rate of pay
25 for all hours worked more than eight hours in a workday, or more than 40 hours in a workweek,
26 Defendants failed to pay Plaintiff and similarly situated employees overtime wages due them for
27 their daily overtime hours worked.

28 24. Specifically, Defendants employ a policy, practice, and/or procedure of subjecting

1 Plaintiffs and similarly situated employees to off-the-clock bag checks and/or security checks after
2 they clocked out for meal periods and/or at the end of their shifts. Plaintiff and similarly situated
3 employees were not paid for this time.

4 25. Additionally, Plaintiffs and similarly situated employees who worked the closing
5 shifts for Defendants worked more minutes per shift than Defendants credited them with having
6 worked. Specifically, Defendants maintained a policy, practice, and procedure that required
7 Plaintiffs and similarly situated hourly non-exempt employees who worked closing shifts were to
8 clock out for the end of their shift, go through a bag and/or security check, and then stand by the
9 exit door in order wait for all other closing shift employees to arrive at the exit door so that they
10 could exit Defendants' premises together, arm Defendants' alarm system and lock Defendants'
11 doors behind them. Plaintiff and similarly situated hourly non-exempt employees who worked
12 closing shifts were compensated for this time

13 26. To the extent that the foregoing uncompensated time occurred on workdays where
14 employees already worked eight hours or in workweeks in which employees already worked 40
15 hours, the foregoing resulted in time which Plaintiffs and similarly situated employees, including
16 those who worked closing shifts, were under control of Defendants but were not compensated at
17 their overtime rate of pay in violation of Labor Code sections 510, 1194, and 1198, and the Wage
18 Order.

19 27. Failure to pay overtime at the proper overtime rate by failing to include all
20 remuneration in calculating the regular rate of pay for purposes of paying overtime:
21 Defendants employ hourly non-exempt employees, including Plaintiffs and others similarly
22 situated, with a compensation structure that includes additional remuneration, including, but not
23 limited to, bonus compensation (including, but not limited to, for example: "New Team Bonus,"
24 "Bra Bonus," "Bra Fitting Bonus," "Sales Bonus," "Term True Up" "California True Up Waiting,"
25 "Team Bonus," and "Customer Sales Leading), commissions, and/or incentives.

26 28. California Labor Code sections 510 and 1194 require an employer to compensate
27 employees a higher rate of pay for hours worked in excess of eight hours in a workday:
28

1 Any work in excess of eight hours in one workday and any work in excess of 40
2 hours in any one workweek and the first eight hours worked on the seventh day of
3 work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee. Any work in excess of 12
5 hours in one day shall be compensated at the rate of no less than twice the regular
6 rate of pay for an employee. In addition, any work in excess of eight hours on any
7 seventh day of a workweek shall be compensated at the rate of no less than twice the
8 regular rate of pay of an employee.

9 (Cal. Lab. Code §510.)

10 29. Regarding the "regular rate," overtime is based upon an employee's regular rate of
11 pay. "The regular rate at which an employee is employed shall be deemed to include all
12 remuneration for employment paid to, or on behalf, of the employee." See Division of Labor
13 Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

14 30. At times, Plaintiffs and similarly situated employees worked overtime hours under
15 state law during pay periods that they earned bonus compensation, commissions, and/or sales
16 incentives. Despite the fact that California law requires employers to include all remuneration such
17 as sales incentives, commissions and/or bonus compensation as part of the regular rate of pay for
18 determining overtime premium pay, Defendants entirely excluded Plaintiffs' and similarly situated
19 hourly non-exempt employees' commissions and/or bonus pay in calculating those employees'
20 overtime rate of pay. This practice resulted in Plaintiffs and other similarly situated hourly non-
21 exempt employees working hours in excess of eight hours in a workday and/or 40 hours in a
22 workweek and Defendants paying them less overtime than they earned pursuant to California law.

23 31. Failure to pay hourly employees wages to compensate them for workdays
24 Defendants failure to authorize or permit required meal periods or pay meal period
25 premiums at employees' regular rate of pay: Defendants often employed hourly non-exempt
26 employees, including the named Plaintiffs and all others similarly situated, for shifts longer than 6
27 hours in length.

28 32. California law requires an employer to authorize or permit an employee an
uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties
and the employer relinquishes control over the employee's activities prior to the employee's sixth

1 hour of work. Cal. Lab. Code §§226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct.*
2 (*Hohnbaum*) (2012) 53 Cal.4th 1004.

3 33. If an employer fails to provide an employee a meal period in accordance with the
4 law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for
5 each work day that a legally required meal period was not timely provided. *Id.*

6 34. In this case, Defendants employed a policy, practice, and/or procedure of subjecting
7 Plaintiffs and similarly hourly non-exempt employees to go through bag checks and/or security
8 checks after they clocked out for meal periods. Therefore, Defendants failed to authorize or permit
9 hourly non-exempt employees to take meal periods of not less than 30 minutes.

10 35. Additionally, Defendants failed to pay premium wages to Plaintiffs and similarly
11 situated employees to compensate them for each workday the employees did not receive duty free
12 meal periods of not less than 30 minutes due to Defendants' bag checks and/or security checks.
13 Defendants employed policies and procedures which ensured employees did not receive any
14 premium wages to compensate them for the workdays in which they did not receive meal periods of
15 not less than 30 minutes.

16 36. During pay periods Defendants paid Plaintiffs and similarly situated employees
17 earned bonus compensation, commissions, and/or incentive pay and meal period premium wages
18 for missed, late, short, or interrupted meal periods, Defendants failed to pay the meal period
19 premium wages at one (1) hour of pay at the employees' regular rate of pay due to Defendants'
20 failure to include the bonus compensation, commissions, and/or incentive pay when calculating
21 Plaintiffs' and similarly situated employees regular rate of pay for the purpose of paying premium
22 wages.

23 37. This practice resulted in Plaintiffs and similarly situated employees not receiving
24 premium wages, or not receiving premium wages at the regular rate, to compensate them for
25 workdays which Defendants did not provide them with required meal periods, in compliance with
26 California law.

27 38. Failure to pay non-exempt employees wages to compensate them for workdays
28 Defendants failed to provide adequate rest periods or pay rest period premiums at employees'

1 regular rate of pay: Defendants often employed non-exempt employees, including the named
2 Plaintiff and all others similarly situated, for shifts at least four (4) hours in length.

3 39. California law requires an employer to provide an employee a rest period of ten (10)
4 net minutes for every four hours worked, "which insofar as practicable shall be in the middle of
5 each work period." Lab. Code §226.7; Wage Order §12. If the employer fails to provide a required
6 rest period, the employer must pay the employee one hour of pay at the employee's regular rate of
7 compensation for each workday the employer did not provide at least legally required rest periods.

8 40. In this case, Defendants employed a policy, practice, and/or procedure whereby they
9 required Plaintiffs and similarly situated employees to undergo bag checks/security checks prior to
10 leaving Defendants' premises for rest periods. Therefore, Defendants failed to authorize or permit
11 hourly non-exempt employees to take rest periods of a net 10 minutes.

12 41. Defendants also employed policies, practices, and procedures which ensured
13 Plaintiffs and similarly situated employees did not premium wages to compensate them for
14 workdays that they did not receive rest periods of a net 10 minutes. This practice resulted in
15 Plaintiffs and all other similarly situated employees not receiving wages to compensate them for
16 workdays which Defendants did not provide them with rest periods in compliance with California
17 law.

18 42. During pay periods Defendants paid Plaintiffs and similarly situated employees
19 earned bonus compensation, commissions, and/or incentive pay and rest period premium wages for
20 missed, late, short, or interrupted rest periods, Defendants failed to pay the rest period premium
21 wages at one (1) hour of pay at the employees' regular rate of pay due to Defendants' failure to
22 include the bonus compensation, commissions, and/or incentive pay when calculating Plaintiffs'
23 and similarly situated employees regular rate of pay for the purpose of paying premium wages.

24 43. This practice resulted in Plaintiffs and similarly situated employees not receiving
25 premium wages, or not receiving premium wages at the regular rate, to compensate them for
26 workdays which Defendants did not provide them with required rest periods, in compliance with
27 California law.

28 44. **Pay Stub Violations:** California Labor Code section 226(a) provides, *inter alia*, that,

1 upon paying an employee his or her wages, the employer must "furnish each of his or her
 2 employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
 3 worked by the employee, except for any employee whose compensation is solely based on a salary
 4 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any
 5 applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned
 6 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
 7 provided, that all deductions made on written orders of the employee may be aggregated and shown
 8 as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee
 9 is paid, (7) the name of the employee and his or her social security number, (8) the name and
 10 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
 11 the pay period and the corresponding number of hours worked at each hourly rate by the employee."

12 45. As a derivate of Plaintiffs' claims above, Defendants failed to provide accurate wage
 13 and hour statements to Plaintiff and similarly situated employees who were subject to Defendants'
 14 control for uncompensated time and who did not receive the wages they earned (including
 15 minimum wages, overtime wages, overtime wages at the proper overtime rate, meal and rest period
 16 premium wages, and meal and rest period premium wages at the regular rate).

17 46. **Failure to Pay California Employees All Wages Due at Time of**
 18 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
 19 employee's employment ends. The wages are due immediately upon termination (California Labor
 20 Code section 201) or within 72 hours of resignation (California Labor Code section 202).

21 47. Because Defendants failed to pay Plaintiffs and similarly situated employees all their
 22 earned wages (including minimum wages, overtime wages, overtime wages at the proper overtime
 23 rate, meal and rest period premium wages, and meal and rest period premium wages at the regular
 24 rate), Defendants failed to pay those employees timely after each employee's termination and/or
 25 resignation.

26 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

27 48. Plaintiffs bring this action on behalf of himself, on behalf of all others similarly
 28 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

1 A. **Minimum Wage Class:** All current and former hourly non-exempt
2 employees employed by Defendants in California at any time from August 12, 2017 through the
3 date notice is mailed to a certified class who were not paid at least at minimum wage for all time
4 they were subject to Defendants' control.

5 B. **Minimum Wage Closing Shift Class:** All current and former hourly non-
6 exempt employees employed by Defendants in California who worked a closing shift at any time
7 from August 12, 2017 through the date notice is mailed to a certified class who were not paid at
8 least at minimum wage for all time they were subject to Defendants' control.

9 C. **Overtime Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California at any time from August 12, 2017 through the date notice is
11 mailed to a certified class who worked more than eight in a day and/or 40 hours in a workweek, to
12 whom Defendants did not pay overtime wages.

13 D. **Overtime Closing Shift Class:** All current and former hourly non-exempt
14 employees employed by Defendants in California who worked a closing shift at any time from
15 August 12, 2017 through the date notice is mailed to a certified class who worked more than eight
16 in a day and/or 40 hours in a workweek, to whom Defendants did not pay overtime wages.

17 E. **Regular Rate Class:** All current and former hourly non-exempt employee
18 employed by Defendants in California at any time from August 12, 2017 through the date notice is
19 mailed to a certified class who received bonus compensation, commission, and/or incentive pay
20 during pay periods in which they worked more than eight hours in a workday and/or 40 hours in a
21 workweek and whose regular rate of pay did not include such bonus compensation, commission,
22 and/or incentive pay when Defendants calculated those employees' overtime wages.

23 F. **Meal Period Class:** All current and former hourly non-exempt employees
24 employed by Defendants in California at any time from August 12, 2017 through the date notice is
25 mailed to a certified class who worked shifts more than five hours yet Defendants did not provide
26 duty-free meal periods of not less than 30 minutes prior to their sixth hour of work.

27 G. **Meal Period Premium Wages Class:** All current and former hourly non-
28 exempt employees employed by Defendants in California at any time from August 12, 2017 through

1 the date notice is mailed to a certified class who received bonus compensation, commission, and/or
2 incentive pay during pay periods in which they were paid meal period premium wages and whose
3 regular rate of pay did not include such bonus compensation, commissions, and/or incentive pay
4 when Defendants calculated those employees' meal period premium wages.

5 H. **Rest Period Class:** All current and former hourly, non-exempt employees
6 employed by Defendants in California at any time from August 12, 2017 through the date notice is
7 mailed to a certified class who worked at least 3.5 hours or more hours in day who did not receive
8 required rest periods of ten net minutes rest time for every four hours worked.

9 I. **Rest Period Premium Wages Class:** All current and former hourly non-
10 exempt employees employed by Defendants in California at any time from August 12, 2017 through
11 the date notice is mailed to a certified class who received bonus compensation, commission, and/or
12 incentive pay during pay periods in which they were paid rest period premium wages and whose
13 regular rate of pay did not include such bonus compensation, commissions, and/or incentive pay
14 when Defendants calculated those employees' rest period premium wages.

15 J. **Wage Statement Class:** All current and former hourly non-exempt
16 employees employed by Defendants in California at any time within the one year prior to the filing
17 of the initial Complaint in this action and through the date notice is mailed to a certified class who
18 received inaccurate or incomplete wage and hour statements.

19 K. **Waiting Time Class:** All current and former hourly non-exempt employees
20 employed by Defendants in California at any time from August 12, 2017 through the date notice is
21 mailed to a certified class who did not receive payment of all unpaid wages upon separation of
22 employment within the statutory time period.

23 L. **California Class:** All aforementioned classes are here collectively referred to
24 as the "California Class."

25 49. There is a well-defined community of interest in the litigation and the classes are
26 ascertainable:

27 A. **Numerosity:** While the exact number of class members in each class is
28 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of

1 all members is impractical under the circumstances of this case.

2 B. **Common Questions Predominate:** Common questions of law and fact exist
3 as to all members of the Plaintiff classes and predominate over any questions that affect only
4 individual members of each class. The common questions of law and fact include, but are not
5 limited to:

6 i. Whether Defendants violated California Labor Code sections 1194
7 and 1197 by not paying employees' wages at a minimum wage rate for all time that the Minimum
8 Wage Class Members and Minimum Wage Closing Shift Class Members were subject to
9 Defendants' control but were not paid;

10 ii. Whether Defendants violated California Labor Code sections 510 and
11 1194 by not paying the Overtime Class Members and Overtime Closing Shift Class Members for
12 workdays worked in excess of eight hours and/or seventh workdays in a workweek, as a result of
13 not paying the Class Members for all hours worked in a workday;

14 iii. Whether Defendants violated California Labor Code sections 510 and
15 1194 by not including all remuneration in the Regular Rate Class Members' overtime rate of pay;

16 iv. Whether Defendants violated California Labor Code sections 512 and
17 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members and Meal
18 Period Premium Class Members without providing all their required meal periods, paying meal
19 period premium wages, or not including all remuneration when paying meal period premium wages;

20 v. Whether Defendants violated California Labor Code section 226.7 by
21 employing Rest Period Class Members and Rest Period Premium Wages Class Members without
22 providing all their required rest periods, paying rest period premium wages, or not including all
23 remuneration when paying rest period premium wages;

24 vi. Whether Defendants failed to provide the Wage Statement Class
25 Members with accurate itemized statement at the time they received their itemized statements;

26 vii. Whether Defendants failed to provide the Waiting Time Class
27 Members with all of their earned wages upon separation of employment within the statutory time
28 period;

1 viii. Whether Defendants committed unlawful business acts or practice
2 within the meaning of Business and Professions Code section 17200 *et seq.*;

3 ix. Whether Class Members are entitled to unpaid wages, penalties and
4 other relief pursuant to their claims;

5 x. Whether, as a consequence of Defendants' unlawful conduct, the
6 Class Members are entitled to restitution, and/or equitable relief; and

7 xi. Whether Defendants' affirmative defenses, if any, raise any common
8 issues of law or fact as to Plaintiff and as to the Class Members as a whole.

9 C. **Typicality:** Plaintiffs' claims are typical of the claims of the class members
10 in each of the classes. Plaintiffs and the members of the Minimum Wage Class and Minimum
11 Wage Closing Shift Class sustained damages arising out of Defendants' failure to pay wages at least
12 at minimum wage for all time the employees were subject to Defendants' control. Plaintiffs and the
13 members of the Overtime Wage Class, Overtime Wage Closing Shift Class, and Regular Rate Class
14 sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours
15 worked and overtime wages and the proper overtime rate of pay due to failure to include all
16 remuneration therein. Plaintiffs and the members of the Meal Period Class and Meal Period
17 Premium Wages Class sustained damages arising out of Defendants' failure to provide employees
18 meal periods of not less than 30 minutes and failure to pay meal period premium wages as
19 compensation or failure to pay meal period premium wages at the regular rate of pay. Plaintiffs
20 and the Members of the Rest Period Class and Rest Period Premium Wages Class sustained
21 damages arising out of Defendants' failure to provide non-exempt employees rest periods of a net
22 10 minutes and failure to pay rest period premium wages as compensation or failure to pay rest
23 period premium wages at the regular rate of pay. Plaintiffs and the members of the Wage Statement
24 Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized
25 wage statements in compliance with California Labor Code section 226. Plaintiffs and the members
26 of the Waiting Time Class sustained damages arising out of Defendants' failure to provide all
27 unpaid yet earned wages due upon separation of employment within the statutory time limit.

28 D. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect

1 the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of
2 the other class members.

3 E. **Superiority:** A class action is superior to other available means for the fair
4 and efficient adjudication of this controversy. Because individual joinder of all members of each
5 class is impractical, class action treatment will permit a large number of similarly situated persons
6 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
7 unnecessary duplication of effort and expense that numerous individual actions would engender.
8 The expenses and burdens of individual litigation would make it difficult or impossible for
9 individual members of each class to redress the wrongs done to them, while important public
10 interests will be served by addressing the matter as a class action. The cost to and burden on the
11 court system of adjudication of individualized litigation would be substantial, and substantially
12 more than the costs and burdens of a class action. Individualized litigation would also present the
13 potential for inconsistent or contradictory judgments.

14 F. **Public Policy Consideration:** Employers throughout the state violate wage
15 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
16 indirect retaliation. Former employees fear bringing actions because they perceive their former
17 employers can blacklist them in their future endeavors with negative references and by other means.
18 Class actions provide the class members who are not named in the Complaint with a type of
19 anonymity that allows for vindication of their rights.

20 **L. FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

22 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

23 **(As Against all Defendants and DOE Defendants by Plaintiffs, the Minimum Wage Class, and**
24 **the Minimum Wage Closing Shift Class)**

25 50. Plaintiffs hereby incorporate by reference paragraphs 1-49 above, as if fully set
26 herein by reference.

27 51. At all times relevant to this Complaint, Plaintiffs and the members of the Minimum
28 Wage Class and Minimum Wage Closing Shift Class were hourly non-exempt employees of

1 Defendants.

2 52. Pursuant to Labor Code sections 1194, 1197, and Wage Orders, Plaintiffs and the
3 Minimum Wage Class and Minimum Wage Closing Shift Class are entitled to receive wages for all
4 hours worked, i.e., all time subject to Defendants' control, and those wages must be paid at least at
5 the minimum wage rate in effect during the time the employees earned the wages.

6 53. Defendants' policies and procedures required Plaintiffs and the members of the
7 Minimum Wage Class and Minimum Wage Closing Shift Class to be engaged, suffered, or
8 permitted to work without being paid wages for all of the time in which they were subject to
9 Defendants' control.

10 54. Specifically, Defendants employed a policy, practice, and/or procedure of subjecting
11 Plaintiffs and the Minimum Wage Class members to bag checks and/or security checks after they
12 clocked out for meal periods and/or at the end of their shifts. Plaintiffs and the Minimum Wage
13 Class members were not paid for this time.

14 55. Additionally, Defendants maintained a policy, practice, and procedure that required
15 Plaintiffs and members of the Minimum Wage Closing Shift Class to clock out for the end of their
16 shift, go through a bag and/or security check, and then stand by the exit door in order wait for all
17 other closing shift employees to arrive at the exit door so that they could exit Defendants' premises
18 together, arm Defendants' alarm system and lock Defendants' doors behind them. Plaintiffs and
19 members of the Minimum Wage Closing Shift Class were not compensated for this time.

20 56. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum
21 Wage Class and Minimum Wage Closing Shift Class have suffered damages in an amount subject
22 to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

23 57. Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiffs and the
24 Minimum Wage Class members and Minimum Wage Closing Shift Class members are entitled to
25 recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid
26 minimum wage, and attorneys' fees and costs.

27 **II. SECOND CAUSE OF ACTION**

28 **FAILURE TO PAY OVERTIME WAGES, IN VIOLATION OF CALIFORNIA LABOR**

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CODE SECTIONS 510, 1194, AND 1198

(As Against all Defendants and DOE Defendants by Plaintiffs, the Overtime Class, the
Overtime Closing Shift Class, and the Regular Rate Class)

58. Plaintiffs hereby incorporate by reference paragraphs 1-57 above, as if fully set herein by reference.

59. At times relevant to this Complaint, Plaintiffs and the members of the Overtime Class, Overtime Closing Shift Class, and Regular Rate Class were hourly non-exempt employees of Defendants, covered by California Labor Code sections 510 and 1194 and the Wage Order.

60. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek.

61. California Labor Code section 510, subdivision (a), states in relevant part: 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. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

62. Further, California Labor Code section 1198 provides, The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

63. Regarding the "regular rate," overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

64. Despite that California law requires employers to pay employees a higher rate of pay for all hours worked more than eight hours in a workday, Defendants failed to pay Plaintiffs, the

1 Overtime Class, and the Overtime Closing Shift Class overtime wages due them for their daily
2 overtime hours worked and failed to pay Plaintiffs and the Regular Rate Class overtime wages at
3 the proper overtime rate of pay due to Defendants' failure to include additional remuneration,
4 including, but not limited to, bonus compensation (including, but not limited to, for example: "New
5 Team Bonus," "Bra Bonus," "Bra Fitting Bonus," "Sales Bonus," "Term True Up" "California True
6 Up Waiting," "Team Bonus," and "Customer Sales Leading), commissions, and/or incentives when
7 calculating Regular Rate Class Members' overtime rate of pay.

8 65. Specifically, Defendants employed a policy, practice, and/or procedure of subjecting
9 Plaintiffs and the Overtime Class members to bag checks and/or security checks after they clocked
10 out for meal periods and/or at the end of their shifts. Plaintiffs and the Overtime Class members
11 were not paid for this time. To the extent that this unpaid time occurred when Plaintiffs and
12 Overtime Class members already worked eight hours in a workday or 40 hours in a workweek, this
13 time should have been compensated at Plaintiffs' and Overtime Class members' overtime rates of
14 pay.

15 66. Additionally, Defendants maintained a policy, practice, and procedure that required
16 Plaintiffs and members of the Overtime Closing Shift Class to clock out for the end of their shift, go
17 through a bag and/or security check, and then stand by the exit door in order wait for all other
18 closing shift employees to arrive at the exit door so that they could exit Defendants' premises
19 together, arm Defendants' alarm system and lock Defendants' doors behind them. Plaintiffs and
20 members of the Overtime Closing Shift Class were not compensated for this time. To the extent
21 that this unpaid time occurred when Plaintiffs and Overtime Closing Shift Class members already
22 worked eight hours in a workday or 40 hours in a workweek, this time should have been
23 compensated at Plaintiffs' and Overtime Closing Shift Class members' overtime rates of pay.

24 67. Defendants entirely excluded Plaintiffs' and Regular Rate Class Members'
25 commissions, sales incentives, and/or bonus compensation in calculating Plaintiffs' and Regular
26 Rate Class Members' overtime rate of pay. This practice resulted in Plaintiffs and Regular Rate
27 Class Members working hours in excess of eight hours in a workday and/or 40 hours in a workweek
28 and Defendants paying them less overtime than they earned pursuant to California law.

1 68. The foregoing resulted in time during each workday which Plaintiffs and members of
 2 the Overtime Class, Overtime Closing Shift Class, and Regular Rate Class were under control of
 3 Defendants, but were not compensated at their overtime rate of pay or not compensated at their
 4 proper overtime rate of pay when they worked more than eight hours in a day or 40 hours in a week,
 5 in violation of Labor Code sections 510, 1194, and 1198, and the Wage Order.

6 69. As a result of Defendants' unlawful conduct, Plaintiffs and members of the Overtime
 7 Class, Overtime Closing Shift Class, and Regular Rate Class have suffered damages in an amount
 8 subject to proof, to the extent that they were not paid premium wages at an overtime rate of pay for
 9 all hours worked which constitute overtime.

10 70. Pursuant to California Labor Code section 1194, Plaintiffs and members of the
 11 Overtime Class, Overtime Closing Shift Class, and Regular Rate Class are entitled to recover the
 12 full amount of their unpaid overtime wages, prejudgment interest and attorneys' fees and costs.

13 **III. THIRD CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF**
 15 **CALIFORNIA LABOR CODE SECTIONS 512 AND 226.7 AND THE WAGE ORDER**

16 **(As Against all Defendants and DOE Defendants by Plaintiffs, the Meal Period Class, and the**
 17 **Meal Period Premium Wages Class)**

18 71. Plaintiff hereby incorporates by reference paragraphs 1-70 above, as if fully set
 19 herein by reference.

20 72. At all times relevant to this Complaint, Plaintiffs and the members Meal Period Class
 21 were hourly non-exempt employees of Defendants, covered by California Labor Code sections 512
 22 and 226.7 and the Wage Order.

23 73. California law requires an employer to provide an employee an uninterrupted meal
 24 period of no less than 30-minutes in which the employee is relieved of all duties and the employer
 25 relinquishes control over the employee's activities no later than the employee's sixth hour of work.
 26 Cal. Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)*
 27 (2012) 53 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal
 28 period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"

1 meal period is only permitted when: (1) the nature of the work prevents an employee from being
2 relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods.

3 74. Plaintiffs and the members of the Meal Period Class worked in shifts long enough to
4 entitle them to meal periods under California law. Defendants, however, failed to provide Plaintiffs
5 and Meal Period Class member with 30-minute meal periods for each five-hour period of work as
6 required by law.

7 75. Specifically, Defendants employed a policy, practice, and/or procedure of subjecting
8 Plaintiffs and Meal Period Class members bag checks and/or security checks after they clocked out
9 for meal periods. Therefore, Defendants failed to authorize or permit Plaintiffs and Meal Period
10 Class members to take meal periods of not less than 30 minutes.

11 76. Defendants also failed to provide premium wages to Plaintiffs and Meal Period Class
12 members to compensate them for workdays they did not receive meal periods of less than 30
13 minutes. Defendants employed policies and procedures which ensured Plaintiffs and Meal Period
14 Class members all full 30-minute legally required meal periods.

15 77. On occasions Defendants paid Plaintiffs and Meal Period Premium Wages Class
16 members meal period premium wages for missed, late, short, or interrupted meal periods in the
17 same pay period they earned bonus compensation, commissions, and/or incentives, Defendants
18 failed to pay the meal period premium wages at one (1) hour of pay at the regular rate of pay due to
19 Defendants' failure to include bonus compensation, commissions, and/or incentives when
20 calculating Plaintiffs' and Meal Period Premium Wages Class members' regular rate of pay for the
21 purpose of paying meal period premiums.

22 78. Defendants employed policies and procedures which ensured Plaintiffs, Meal Period
23 Class members, and Meal Period Premium Class members did not receive premium wages, or
24 premium wages at the regular rate, to compensate them for workdays that they did not receive
25 legally compliant meal periods. This practice resulted in Plaintiffs, Meal Period Class members,
26 and Meal Period Premium Class member, not receiving premium wages, or receiving less premium
27 wages, to compensate them for workdays which Defendants did not provide them with all required
28 meal periods, in compliance with California law.

1 79. Defendants' unlawful conduct alleged herein occurred in the course of employment
2 of Plaintiffs and Meal Period Class members and such conduct has continued through the filing of
3 this Complaint.

4 80. Because Defendants failed to provide proper meal periods, they are liable to
5 Plaintiffs, Meal Period Class members, and Meal Period Premium Wages Class members, for one
6 hour of additional pay at the regular rate of compensation for each workday that the proper meal
7 period was not provided or a meal period premium not properly calculated at the regular rate,
8 pursuant to California Labor Code section 226.7 and the Wage Order.

9 81. Plaintiffs, on behalf of themselves and the Meal Period Class and Meal Period
10 Premium Wages Class, seek damages and all other relief allowable, including a meal period
11 premium wage for each workday Defendants failed to provide all required 30-minute meal periods
12 or failed to include all remuneration when calculating the meal period premiums, plus pre-judgment
13 interest.

14 82. Thus, Plaintiffs, Meal Period Class members, and Meal Period Premium Class
15 Members are entitled to one hour of pay for each workday Defendants did not provide them all
16 required meal periods, or pay them meal period premiums at the regular rate, plus pre-judgment
17 interest.

18 **IV. FOURTH CAUSE OF ACTION**
19 **FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CALIFORNIA**
20 **LABOR CODE SECTION 226.7 AND THE WAGE ORDER**
21 **(As Against all Defendants and DOE Defendants by Plaintiffs, the Rest Period Class, and the**
22 **Rest Period Premium Wages Class)**

23 83. Plaintiffs hereby incorporate by reference paragraphs 1-82 above, as if fully set
24 herein by reference.

25 84. At all times relevant to this Complaint, Plaintiffs and the members of the Rest Period
26 Class were employees of Defendants, covered by California Labor Code section 226.7 and the
27 Wage Order.

28 85. California law requires an employer to authorize or permit an employee to take a rest

1 period of ten (10) net minutes for every four hours worked. Cal. Lab. Code §226.7; Wage Order
2 §12. Such rest periods must be in the middle of the four-hour period “insofar as practicable.” *Id.* If
3 the employer fails to provide any required rest period, the employer must pay the employee one
4 hour of pay at the employee’s regular rate of compensation for each workday the employer did not
5 provide at least one legally required rest period. *Id.*

6 86. Defendants failed to provide Plaintiffs and the Rest Period Class members all
7 required rest periods and failed to pay premium wages to Plaintiff and similarly situated employees
8 to compensate them for each workday they did not receive all legally required rest periods.

9 87. In this case, Defendants employed a policy, practice, and/or procedure whereby they
10 required Plaintiffs and the Rest Period Class to undergo bag checks/security checks prior to leaving
11 Defendants’ premises for rest periods. Therefore, Defendants failed to authorize or permit Plaintiffs
12 and the Rest Period Class to take rest periods of a net 10 minutes.

13 88. Defendants employed policies and procedures which ensured Plaintiffs and the Rest
14 Period Class did not receive any premium wages to compensate them for workdays that they did not
15 receive rest periods of a net 10 minutes.

16 89. This practice resulted in Defendants failing to pay Plaintiffs and the Rest Period
17 Class premium wages to compensate them for workdays in which Defendants did not provide
18 Plaintiffs and the Rest Period Class with all required rest periods of a net 10 minutes, in violation of
19 California law.

20 90. On occasions Defendants paid Plaintiffs and Rest Period Premium Wages Class
21 members rest period premium wages for missed, late, short, or interrupted rest periods in the same
22 pay period they earned bonus compensation, commissions, and/or incentives, Defendants failed to
23 pay the rest period premium wages at one (1) hour of pay at the regular rate of pay due to
24 Defendants’ failure to include bonus compensation, commissions, and/or incentives when
25 calculating Plaintiffs’ and Rest Period Premium Wages Class members’ regular rate of pay for the
26 purpose of paying rest period premiums.

27 91. Defendants employed policies and procedures which ensured Plaintiffs, Rest Period
28 Class members, and Rest Period Premium Class members did not receive premium wages, or

1 premium wages at the regular rate, to compensate them for workdays that they did not receive
2 legally compliant rest periods. This practice resulted in Plaintiffs, Rest Period Class members, and
3 Rest Period Premium Class member, not receiving premium wages, or receiving less premium
4 wages, to compensate them for workdays which Defendants did not provide them with all required
5 rest periods, in compliance with California law.

6 92. Defendants' unlawful conduct alleged herein occurred in the course of employment
7 of Plaintiffs and Rest Period Class members and such conduct has continued through the filing of
8 this Complaint.

9 93. Plaintiffs, on behalf of themselves and the Rest Period Class and Rest Period
10 Premium Wages Class, seek damages and all other relief allowable, including a rest period premium
11 wage for each workday Defendants failed to provide all required rest periods or failed to include all
12 remuneration when calculating the rest period premiums, plus pre-judgment interest.

13 94. Thus, Plaintiffs, Rest Period Class members, and Rest Period Premium Class
14 Members are entitled to one hour of pay for each workday Defendants did not provide them all
15 required rest periods, or pay them rest period premiums at the regular rate, plus pre-judgment
16 interest.

17 **V. FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS, IN**
19 **VIOLATION OF LABOR CODE SECTION 226**

20 **(As Against all Defendants and DOE Defendants by Plaintiffs and the Wage Statement Class)**

21 95. Plaintiffs hereby incorporate by reference paragraphs 1-94 above, as if fully set
22 herein by reference.

23 96. At all times relevant to this Complaint, Plaintiffs and the members of the Wage
24 Statement Class were hourly, non-exempt employees of Defendants, covered by California Labor
25 Code section 226.

26 97. Pursuant to California Labor Code section 226, subdivision (a), Plaintiffs and the
27 Wage Statement Class members were entitled to receive, semimonthly or at the time of each
28 payment of wages, an itemized wage statement accurately stating the following:

1 (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from
3 payment of overtime under subdivision (a) of Section 515 or any applicable order of
4 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
5 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
6 provided that all deductions made on written orders of the employee may be
7 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
8 period for which the employee is paid, (7) the name of the employee and his or her
9 social security number, except that by January 1, 2008, only the last four digits of his
10 or her social security number or an employee identification number other than a
11 social security number may be shown on the itemized statement, (8) the name and
12 address of the legal entity that is the employer, and (9) all applicable hourly rates in
13 effect during the pay period and the corresponding number of hours worked at each
14 hourly rate by the employee.

98. As a derivate of Defendants' illegal wage practices, including but not limited to
10 Defendants' failure to pay at least minimum wage for all time worked, overtime wages for overtime
11 hours worked, failure to pay overtime wages at the proper overtime rate, and failure to pay meal or
12 rest period premium wages, resulted in Defendants providing their hourly employees with
13 inaccurate itemized wage statements in violation of California Labor Code section 226.

99. Defendants provided Plaintiffs and members of the Wage Statement Class with
14 itemized statements which stated inaccurate information including, but not limited to, the gross and
15 net pay, and all applicable hourly rates and earnings at each rate.

100. Defendants' failure to provide Plaintiffs and members of the Wage Statement Class
16 with accurate wage statements was knowing and intentional. Defendants had the ability to provide
17 Plaintiff and members of the Class with accurate wage statements but intentionally provided wage
18 statements it knew were not accurate. Defendants knowingly and intentionally put in place
19 practices which deprived employees of wages and resulted in Defendants' knowing and intentional
20 providing of inaccurate wage statements. These practices included Defendants' failure to include
21 all hours worked and all wages due.

101. As a result of Defendants' unlawful conduct, Plaintiffs and members of the Class
22 have suffered injury. The absence of accurate information on their wage statements has prevented
23 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
24 computations to determine the amount of wages owed, and will cause difficulty and expense in
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1 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
 2 inaccurate information about wages and amounts deducted from wages to state and federal
 3 government agencies. As a result, Plaintiffs and similarly situated employees are required to
 4 participate in this lawsuit and create more difficulty and expense for Plaintiffs and similarly situated
 5 employees from having to reconstruct time and pay records than if Defendants had complied with
 6 their legal obligations.

7 102. Pursuant to California Labor Code section 226(e), Plaintiffs and members of the
 8 Wage Statement Class are entitled to recover fifty dollars per employee for the initial pay period in
 9 which a Section 226 violation occurred and one hundred dollars per employee per violation for each
 10 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

11 103. Pursuant to California Labor Code Section 226(h), Plaintiffs and members of the
 12 Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants'
 13 compliance with California Labor Code section 226(a). Injunctive relief is warranted because
 14 Defendants continue to provide currently employed members of the Class with inaccurate wage
 15 statements in violation of California Labor Code section 226(a) and currently employed members of
 16 the Class have no adequate legal remedy for the continuing injuries that will be suffered as a result
 17 of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for
 18 ensuring Defendants' compliance with California Labor Code section 226(a).

19 104. Pursuant to California Labor Code sections 226(e) and 226(h), Plaintiffs and
 20 members of the Wage Statement Class are entitled to recover the full amount of penalties due under
 21 Section 226(e), reasonable attorneys' fees, and costs of suit.

22 VI. SIXTH CAUSE OF ACTION

23 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT, IN** 24 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

25 **(As Against all Defendants and DOE Defendants by Plaintiffs and the Waiting Time Class)**

26 105. Plaintiffs hereby incorporate by reference paragraphs 1-104 above, as if fully set
 27 herein by reference.

28 106. At all times relevant to this Complaint, Plaintiffs and the members of the Waiting

1 Time Class were employees of Defendants, covered by California Labor Code sections 201 and 202.

2 107. Pursuant to California Labor Code sections 201 and 202, Plaintiffs and members of
3 the Waiting Time Class were entitled upon termination to timely payment of all wages earned and
4 unpaid prior to termination. Discharged employees were entitled to payment of all wages earned
5 and unpaid prior to discharge immediately upon termination. Employees who resigned were
6 entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving
7 notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all
8 wages earned and unpaid prior to resignation at the time of resignation.

9 108. Defendants failed to pay Plaintiffs and members of the Waiting Time Class all wages
10 earned and unpaid prior to separation of employment, in accordance with either California Labor
11 Code section 201 or 202. Plaintiffs are informed and believes and thereon alleges that at all
12 relevant times within the limitations period applicable to this cause of action Defendants maintained
13 a policy or practice of not paying hourly employees all earned wages timely upon separation of
14 employment.

15 109. Defendants' failure to pay Plaintiffs and members of the Waiting Time Class all
16 wages earned prior to separation of employment timely in accordance with California Labor Code
17 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly
18 workers prior to separation of employment in accordance with California Labor Code sections 201
19 and 202, but intentionally adopted policies or practices incompatible with the requirements of
20 California Labor Code sections 201 and 202. Defendants' practices include failing to pay at least
21 minimum wage for all time worked, overtime wages for overtime hours worked, overtime wages at
22 the proper overtime rate of pay, meal and rest period premium wages, and meal and rest period
23 premium wages at the regular rate. When Defendants failed to pay Plaintiffs and the Waiting Time
24 Class all earned wages timely upon separation of employment, they knew what they were doing and
25 intended to do what it did.

26 110. Pursuant to either California Labor Code section 201 or 202, Plaintiffs and members
27 of the Waiting Time Class are entitled to all wages earned prior to separation of employment that
28 Defendants did not pay them.

1 111. Pursuant to California Labor Code section 203, Plaintiffs and members of the
2 Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid
3 wages were due upon separation until paid, up to a maximum of 30 days.

4 112. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time
5 Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all
6 wages earned prior to separation.

7 113. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time
8 Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
9 continuation wages owed under California Labor Code section 203.

10 114. Plaintiffs and members of the Waiting Time Class are entitled to recover the full
11 amount of their unpaid wages, continuation wages under Section 203, and interest thereon.

12 ///

13 **VII. SEVENTH CAUSE OF ACTION**
14 **UNFAIR COMPETITION**

15 **(Against All Defendants and Doe Defendants by Plaintiffs and the California Class)**

16 115. Plaintiffs hereby incorporate by reference paragraphs 1-114 above, as if fully set
17 herein by reference.

18 116. The unlawful conduct of Defendants alleged herein constitutes unfair competition
19 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
20 includes Defendants' use of policies and procedures which resulted in: failing to pay employees at
21 least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for
22 overtime hours worked; failure to pay overtime wages at the proper overtime rate of pay; failure to
23 pay meal and rest period premium wages; failure to provide accurate wage and hour statements; and
24 failure to pay timely all wages due upon separation of employment. Due to their unfair and
25 unlawful business practices in violation of the California Labor Code, Defendants have gained a
26 competitive advantage over other comparable companies doing business in the State of California
27 that comply with their obligations to pay minimum wages for all hours worked; overtime wages for
28 overtime hours worked; overtime wages at the proper overtime rate of pay; pay meal and rest period

1 premium wages; provide accurate wage and hour statements; and timely pay all wages due upon
2 separation of employment.

3 117. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and
4 members of the Minimum Wage Class, Minimum Wage Closing Shift Class, Overtime Class,
5 Overtime Closing Shift Class, Regular Rate Class, Meal Period Class, Rest Period Class, Wage
6 Statement Class, and Waiting Time Class have suffered injury in fact and lost money or property, as
7 described in more detail above.

8 118. Pursuant to California Business and Professions Code Section 17203, Plaintiffs and
9 members of the Minimum Wage Class, Minimum Wage Closing Shift Class, Overtime Class,
10 Overtime Closing Shift Class, Regular Rate Class, Meal Period Class, Rest Period Class, Wage
11 Statement Class, and Waiting Time Class are entitled to restitution of all wages and other monies
12 rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their
13 unlawful and unfair business practices. Plaintiffs also seek an injunction against Defendants on
14 behalf of the California Class enjoining Defendants, and any and all persons acting in concert with
15 them, from engaging in each of the unlawful practices, policies and patterns set forth herein.

16 **VIII. EIGHTH CAUSE OF ACTION**

17 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

18 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

19 **(Against All Defendants and DOE Defendants by Plaintiffs and the California Class)**

20 119. Plaintiffs hereby incorporate by reference paragraphs 1-118 above, as if fully set
21 herein by reference.

22 120. During the period beginning one-year period preceding the sending of the initial
23 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 226,
24 226.7, 510, 512, 1194, and 1198, as alleged in more detail above.

25 121. Specifically, Defendants have committed the following violations of California
26 Labor Code:

27 122. Failure to pay overtime at the proper overtime rate by failing to include all
28 remuneration in calculating the regular rate of pay for purposes of paying overtime:

1 Defendants employ hourly non-exempt employees, including Plaintiffs and others similarly
2 situated, with a compensation structure that includes additional remuneration, including, but not
3 limited to, bonus compensation (including, but not limited to, for example: "New Team Bonus,"
4 "Bra Bonus," "Bra Fitting Bonus," "Sales Bonus," "Term True Up" "California True Up Waiting,"
5 "Team Bonus," and "Customer Sales Leading), commissions, and/or incentives. At times, Plaintiffs
6 and similarly situated employees worked overtime hours under state law during pay periods that
7 they earned commissions and/or bonus pay. Despite the fact that California law requires employers
8 to include all remuneration such as sales incentives, commissions and/or bonus compensation as
9 part of the regular rate of pay for determining overtime premium pay, Defendants entirely excluded
10 Plaintiffs' and similarly situated hourly non-exempt employees' commissions and/or bonus pay in
11 calculating those employees' overtime rate of pay. This practice resulted in Plaintiffs and other
12 similarly situated hourly non-exempt employees working hours in excess of eight hours in a
13 workday and/or 40 hours in a workweek and Defendants paying them less overtime than they
14 earned pursuant to California law.

15 **123. Failure to pay meal period premiums at the regular rate of pay:** During pay
16 periods Defendants paid Plaintiffs and similarly situated employees earned bonus compensation,
17 commissions, and/or incentive pay and meal period premium wages for missed, late, short, or
18 interrupted meal periods, Defendants failed to pay the meal period premium wages at one (1) hour
19 of pay at the employees' regular rate of pay due to Defendants' failure to include the bonus
20 compensation, commissions, and/or incentive pay when calculating Plaintiffs' and similarly situated
21 employees regular rate of pay. This practice resulted in Plaintiffs and similarly situated employees
22 not receiving meal period premium wages at the regular rate, to compensate them for workdays
23 which Defendants did not provide them with required or compliant meal periods, in compliance
24 with California law.

25 **124. Failure to pay rest period premiums at the regular rate of pay:** During pay
26 periods Defendants paid Plaintiffs and similarly situated employees earned bonus compensation,
27 commissions, and/or incentive pay and rest period premium wages for missed, late, short, or
28 interrupted rest periods, Defendants failed to pay the rest period premium wages at one (1) hour of

1 pay at the employees' regular rate of pay due to Defendants' failure to include the bonus
2 compensation, commissions, and/or incentive pay when calculating Plaintiffs' and similarly situated
3 employees regular rate of pay. This practice resulted in Plaintiffs and similarly situated employees
4 not receiving rest period premium wages at the regular rate, to compensate them for workdays
5 which Defendants did not provide them with required or compliant rest periods, in compliance with
6 California law.

7 **125. Wage Statements:** Defendants failed to provide accurate wage and hour statements
8 to Plaintiffs and similarly situated employees who did not receive the wages they earned (including,
9 overtime wages at the proper overtime rate of pay as well as failure to pay premium wages at the
10 regular rate for missed and/or non-compliant meal and rest periods)

11 **126. Waiting Time Penalties:** Because Defendants failed to pay Plaintiffs and similarly
12 situated employees all their earned wages (including minimum wages, overtime wages, overtime
13 wages at the proper overtime rate, meal and rest period premium wages, and meal and rest period
14 premium wages at the regular rate), Defendants failed to pay those employees timely after each
15 employee's termination and/or resignation.

16 **127. Suitable Seating:** Section 14 of Wage Order 7 provides that "All working employees
17 shall be provided with suitable seats when the nature of the work reasonably permits the use of
18 seats." all times relevant to this action, Defendants did not comply with the requirements of Section
19 14 of Wage Order 7. Plaintiffs are informed and believes and thereon alleges that, while the nature
20 of the cashier work and/or cashiering-related duties performed by Plaintiffs and other current and
21 former employees reasonably permitted the use of seats, Defendants did not provide Plaintiffs or
22 other current and former employees with suitable seating for use during the performance of cashier
23 work and/or cashiering-related duties. Defendants' violation of Wage Order 7 constitutes a
24 violation of Labor Code Section 1198, which prohibits employment under conditions of labor that
25 violate Wage Order 7.

26 **128.** Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
27 on behalf of himself or herself and other current or former employees, to bring a civil action to
28 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code

1 section 2699.3.

2 129. Plaintiffs have complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. Plaintiffs filed notice on October 8, 2018 with the Labor and Workforce
4 Development Agency ("LWDA") giving the LWDA written notice of the specific provisions of the
5 Labor Code alleged to have been violated, including the facts and theories to support the alleged
6 violations. Plaintiffs sent the notices to Defendants by certified mail. True and correct copies of
7 Plaintiff's letters are hereto attached as Exhibit 1.

8 130. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
9 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
10 within 66 days of the date of the complainant's written notice. LWDA did not provide written
11 notice via certified mail to the parties that it intends to investigate the alleged violations of the
12 Labor Code within 66 days of the date of the complainant's written notice as of the filing of this
13 Complaint, more than 66 days after the LWDA letter was sent on October 8, 2018.

14 131. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover
15 civil penalties and unpaid wages if applicable for Defendants' violations of Labor Code 201, 201,
16 202, 203, 226, 226.7, 510, 512, 1194, and 1198, during the Civil Penalty Period in the following
17 amounts:

18 (a) For violations of Labor Code sections 201, 202, 203, 226.7, and 1198; one
19 hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred
20 dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts
21 established by Labor Code section 2699(f)(2)].

22 (b) For violations of Labor Code section 226, subd. (a), two hundred fifty dollars
23 (\$250) for each employee for each pay period for the initial violation, and for each subsequent
24 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
25 amounts established by Labor Code section 226.3].

26 (c) For violations of Labor Code section 226, subd. (a), seven hundred fifty
27 dollars (\$750) for each employee [penalty amounts established by Labor Code sections 226, subd.
28 (f)].

1 (d) For violations of Labor Code section 510, 512, and 1194, fifty dollars (\$50)
2 for each employee for each pay period for the initial violation, and for each subsequent violation,
3 one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
4 established by Labor Code section 558].

5 (e) For violations of Labor Codes section 1194, one hundred dollars (\$100) for
6 each employee per pay period for the initial violation and two hundred dollars (\$200) for each
7 employee per pay period for each subsequent violation [penalty amounts established by Labor Code
8 section 1197.7].

9 132. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
10 reasonable attorney's fees and costs in connection with their claims for civil penalties.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS ON THEIR OWN BEHALF AND ON BEHALF OF
13 THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:

14 ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND
15 EIGHTH CAUSES OF ACTION:

16 1. That the Court determine that this action may be maintained as a class action (for the
17 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code
18 of Civil Procedure section 382 and any other applicable law;

19 2. That the named Plaintiffs be designated as class representative for the California
20 Class (and all sub-classes thereof);

21 3. A declaratory judgment that the practices complained herein are unlawful; and,

22 4. An injunction against Defendants enjoining them, and any and all persons acting in
23 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
24 herein.

25 **ON THE FIRST CAUSE OF ACTION:**

26 1. That Defendants be found to have violated the minimum wage provisions of the
27 California Labor Code and the IWC Wage Order as to Plaintiffs and the Minimum Wage Class and
28 Minimum Wage Closing Shift Class;

- 1 2. For damages, according to proof, including but not necessarily limited to unpaid
- 2 wages;
- 3 3. For any and all legally applicable penalties;
- 4 4. For liquidated damages pursuant to California Labor Code section 1194.2;
- 5 5. For pre-judgment interest, including but not limited to that recoverable under
- 6 California Labor Code section 1194, and post-judgment interest;
- 7 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
- 8 under California Labor Code section 1194;
- 9 7. For pre-judgment interest, including but not limited to that recoverable under
- 10 California Labor Code section 218.6, and post-judgment interest; and,
- 11 8. For such and other further relief, in law and/or equity, as the Court deems just or
- 12 appropriate.

ON THE SECOND CAUSE OF ACTION:

- 14 1. That Defendants be found to have violated the overtime provisions of the California
- 15 Labor Code and the Wage Order as to Plaintiffs and the Overtime Class and the Overtime Closing
- 16 Shift Class;
- 17 2. For damages, according to proof, including unpaid premium wages;
- 18 3. For pre-judgment interest, including but not limited to that recoverable under
- 19 California Labor Code section 1194, and post-judgment interest; and
- 20 4. For such and other further relief, in law and/or equity, as the Court deems just or
- 21 appropriate.

ON THE THIRD CAUSE OF ACTION:

- 23 1. That Defendants be found to have violated the meal period provisions of the
- 24 California Labor Code and the Wage Order as to Plaintiff and the Meal Period Class and the Meal
- 25 Period Premium Wage Class;
- 26 2. For damages, according to proof, including unpaid premium wages;
- 27 3. For any and all legally applicable penalties;
- 28 4. For pre-judgment interest, including but not limited to that recoverable under

1 California Labor Code section 218.6, and post-judgment interest; and

2 5. For such and other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE FOURTH CAUSE OF ACTION:**

5 1. That Defendants be found to have violated the rest period provisions of the
6 California Labor Code and the Wage Order as to Plaintiff and the Rest Period Class and the Rest
7 Period Premium Wage Class;

8 2. For damages, according to proof, including unpaid premium wages;

9 3. For any and all legally applicable penalties;

10 4. For pre-judgment interest, including but not limited to that recoverable under
11 California Labor Code section 218.6, and post-judgment interest; and

12 5. For such and other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE FIFTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the California Labor
16 Code regarding accurate itemized paystubs as to Plaintiffs and the Wage Statement Class;

17 2. For damages and/or penalties, according to proof, including damages and/or
18 statutory penalties under California Labor Code section 226(e) and any other legally applicable
19 damages or penalties;

20 3. For pre-judgment interest and post-judgment interest;

21 4. For an injunction against Defendants enjoining them, and any and all persons acting
22 in concert with them, from engaging in violations of California Labor Code section 226(a);

23 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
24 under California Labor Code section 226(e); and,

25 6. For such and other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

27 **ON THE SIXTH CAUSE OF ACTION:**

28 1. That Defendants be found to have violated the provisions of the California Labor

1 Code regarding payment of all unpaid wages due upon resignation or termination as to Plaintiffs the
2 Waiting Time Class;

3 2. For damages and/or penalties, according to proof, including damages and/or
4 statutory penalties under California Labor Code section 203 and any other legally applicable
5 damages or penalties;

6 3. For pre-judgment interest, including under California Labor Code section 218.6, and
7 post-judgment interest; and,

8 4. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10 **ON THE SEVENTH CAUSE OF ACTION:**

11 1. That Defendants be found to have violated California Business and Professions Code
12 section 17200, et seq., for the conduct alleged herein as to all Classes;

13 2. A declaratory judgment that the practices complained herein are unlawful;

14 3. An injunction against Defendants enjoining them, and any and all persons acting in
15 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
16 herein;

17 4. For restitution to the full extent permitted by law; and,

18 5. For such and other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE EIGHTH CAUSE OF ACTION:**

21 1. That Defendants be found to have violated the provisions of the California Labor
22 Code and Wage Order as to Plaintiff and current or former aggrieved employees;

23 2. For any and all legally applicable penalties, including but not limited to that
24 recoverable under California Labor Code section 2699(f) and 1198;

25 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
26 under California Labor Code section 2699(g); and,

27 4. For such and other further relief, in law and/or equity, as the Court deems just or
28 appropriate.

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Dated: February 24, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: *Vincent C. Granberry*
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Anwar D. Burton, Esq.
Attorneys for MONICA VELAZQUEZ and
CRYSTAL FREGOSO, on behalf of
themselves others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFFS MONICA VELAZQUEZ and CRYSTAL FREGOSO demands a trial by jury
for herself and the California Class on all claims so triable.

Dated: February 24, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: *Vincent C. Granberry*
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Anwar D. Burton, Esq.
Attorneys for MONICA VELAZQUEZ and
CRYSTAL FREGOSO, on behalf of
themselves others similarly situated

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [California Victoria's Secret Workers File Class Action Over Allegedly Unpaid Bag Checks](#)
