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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JANELLY SANDOVAL, as a proxy for the
State of California on behalf of all similarly
aggrieved employees,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. **RIC2001886**

COMPLAINT FOR:

(1) **VIOLATION OF LABOR CODE §
2698, et seq.**

DEMAND OVER \$25,000

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1 Plaintiff Janelly Sandoval (“Plaintiff”), hereby submits this Complaint against Defendants Home
2 Depot U.S.A., Inc., a Delaware corporation (the “Company” or “Defendant”), and Does 1-50
3 (hereinafter collectively referred to as “Defendants”), as a proxy for the State of California and on behalf
4 of all similarly aggrieved current and former employees of Defendants for penalties as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under the Private Attorneys
7 General Act (the “PAGA”), California Labor Code § 2698, *et seq.*

8 2. This Complaint challenges systemic illegal employment practices resulting in violations
9 of the California Labor Code against employees of Defendants.

10 **JURISDICTION AND VENUE**

11 3. The Court has jurisdiction over the violations of the PAGA. As alleged herein, Plaintiff
12 has exhausted her administrative remedies under the PAGA to proceed in this Court.

13 4. Venue is proper in Riverside County because Plaintiff resides in this County.

14 **PARTIES**

15 5. On or about January 17, 2018, Plaintiff began employment with Defendant as a non-
16 exempt store employee. On or about January 9, 2020, Plaintiff’s employment with Defendant ended.
17 Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in
18 this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§
19 201-203, 212-213, 226, and the PAGA.

20 6. Plaintiff is informed and believes and based thereon alleges that Defendant is a Delaware
21 corporation operating hardware stores throughout the United States, including in Riverside County.
22 Plaintiff is informed and believes and based thereon alleges that Defendant’s headquarters are located in
23 Atlanta, Georgia.

24 7. Plaintiff is informed and believes and based thereon alleges that at all times herein
25 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
26 partnerships, licensed to do business and actually doing business in the State of California.

27 8. As such, and based upon all the facts and circumstances incident to Defendants’ business
28 in California, Defendants are subject to California Labor Code §§ 201-203, 212, 213, 226 and the
PAGA.

1 9. Plaintiff does not know the true names or capacities, whether individual, partner or
2 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
3 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
4 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
5 alleges that each of said fictitious Defendants were responsible in some way for the matters alleged
6 herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment
7 practices, wrongs and injuries complained of herein.

8 10. At all times herein mentioned, each of said Defendants participated in the doing of the
9 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
10 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
11 the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
12 of said agency and employment.

13 11. Plaintiff is informed and believes and based thereon alleges that at all times material
14 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of,
15 or working in concert with each of the other co-defendants and was acting within the course and scope
16 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
17 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
18 ratified said acts, conduct, and omissions of the acting Defendants.

19 12. At all times herein mentioned, Defendants, and each of them, were members of, and
20 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
21 of, and in pursuance of, said joint venture, partnership and common enterprise.

22 13. At all times herein mentioned, the acts and omissions of various Defendants, and each of
23 them, concurred and contributed to the various acts and omissions of each and all of the other
24 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
25 mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein.
26 At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and
27 omissions of each and all of the other Defendants in proximately causing the violations as herein
28 alleged.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AS PROXY FOR THE STATE OF**
4 **CALIFORNIA)**

5 14. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 as though fully
6 set for herein.

7 15. Plaintiff brings this cause of action as a proxy for the State of California and in this
8 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of Labor
9 Code §§ 201-203, 212-213, and 226, for the time period of January 28, 2019, through the present. Labor
10 Code § 201 provides that all wages earned and unpaid at the time of an employee's discharge are due
11 and payable immediately. Labor Code § 202 provides that, in the case of an employee who resigns or
12 quits, such wages must be paid not later than 72 hours thereafter, unless the employee has given 72
13 hours previous notice, in which case the employee must be paid all wages due and earned at the time of
14 quitting. Labor Code § 203 provides that an employer who willfully fails to pay such wages due to an
15 employee who is discharged or quits must pay that employee waiting-time penalties in the form of a
16 day's wages up to 30 days until all of the wages owed are paid.

17 16. As a pattern and practice, Defendants violated Labor Code §§ 201-203, 212-213, by,
18 among other unlawful acts, issuing paycards as final payment of wages to employees who have been
19 discharged and/or resigned. As alleged herein, these paycard were not usable at all locations, required
20 fees for usage in some instances, and did not allow employees to access all of the monies contained on
21 such cards. Moreover, Defendants' use of the paycards for payment of final wages without proper
22 employee authorization violated Labor Code §§ 212-213. Defendants also violated Labor Code §
23 226(a)(9) as to Plaintiff and other non-exempt employees. Specifically, Defendant paid Plaintiff and
24 other non-exempt employees an item of overtime wages called OT Premium. Nevertheless, Defendant
25 failed to identify the hourly rate of the OT Premium on wage statements furnished to Plaintiff and other
26 non-exempt employees, including on Plaintiff's paystub dated January 10, 2020. This paystub lists a
27 lump sum of \$6.86 and hours worked of 0.75 hours, but does not list an hourly rate.

28 17. Because of Defendant's violations of Labor Code §§ 201-203, 212-213, and 226, Plaintiff
is an "aggrieved employee" as defined in Labor Code section 2699(a). As such, Plaintiff brings this

1 cause of action on behalf of the State of California for violations committed against all similarly situated
2 Aggrieved Employees of Defendant.

3 18. On or about January 28, 2020, Plaintiff sent written notice to the California Labor &
4 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-203, 212-
5 213, and 226, pursuant to Labor Code section 2699.3.

6 19. As of the date of the filing of this Complaint, the LWDA has yet to provide notice to
7 Plaintiff as to whether it intends to investigate the Labor Code violations provided for in the written
8 notice.

9 20. As such, pursuant to Labor Code §§ 226.3, 2699(a), and 2699.3, Plaintiff and the
10 Aggrieved Employees may seek recovery of all applicable civil penalties on behalf of the State of
11 California for Defendants' violations of Labor Code §§ 201-203, 212-213, and 226.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment as a proxy for the State of California and on behalf
14 of all similarly aggrieved employees against Defendants, jointly and severally, as follows:

15 1. Upon the First Cause of Action, for penalties pursuant to statute as set forth in Labor
16 Code §§ 226.3 and 2699, and for costs and attorneys' fees;

17 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699
18 and Code of Civil Procedure § 1021.5; and

19 3. For such other and further relief as the Court may deem just and proper.

20 DATED: March 30, 2020

DIVERSITY LAW GROUP, P.C.

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22 By: 
23 Larry W. Lee
24 Attorneys for PLAINTIFF
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