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individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

KARLA VAZQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MACY'S WEST STORES, INC., a
corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **20CV367943**

**COMPLAINT FOR ENFORCEMENT OF
LABOR CODE § 2698, ET SEQ. ("PAGA")**

1 Plaintiff Karla Vazquez (“Plaintiff”), acting on behalf of the State of California and
2 other aggrieved employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Pursuant to the California Labor Code Private Attorneys General Act of 2004,
5 codified at Labor Code § 2698, *et seq.* (“PAGA”), Plaintiff brings this representative action
6 against Defendant Macy’s West Stores, Inc. (“Macy’s”), and DOES 1 through 20, inclusive
7 (collectively, “Defendants”), on behalf of the State of California and other aggrieved
8 employees who were employed by Defendants as non-exempt employees throughout
9 California.

10 2. Defendants operate department stores throughout California.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
12 increased their profits by violating state wage and hour laws by, among other things:

- 13 (a) failing to authorize or permit lawful rest breaks or provide compensation
14 in lieu thereof;
- 15 (b) failing to provide accurate itemized wage statements; and
- 16 (c) failing to pay all wages due upon separation of employment.

17 4. Plaintiff seeks to recover civil penalties, attorneys’ fees, costs, and expenses
18 pursuant to PAGA, and California Code of Civil Procedure § 1021.5..

19 **JURISDICTION AND VENUE**

20 5. This is a representative action pursuant to PAGA. The civil penalties sought by
21 Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established
22 according to proof at trial.

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

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

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

THE PARTIES

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

17. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' California business location(s).

18. Defendants continue to employ non-exempt employees within California.

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

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

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not receive payment of all wages within permissible time periods.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Waiting Time Subclass members were entitled to timely payment of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and Waiting Time Subclass members did not receive payment of all wages including, but not limited to, unpaid minimum wages, overtime wages, meal period premiums, and rest break premiums within permissible time periods.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other aggrieved employees were not furnished with complete and accurate wage statements showing the total hours worked, number of hours worked at each hourly rate and gross and net wages, among other things.

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

25. Therefore, Plaintiff brings this lawsuit seeking to recover, among other things, civil penalties, attorneys' fees, and costs.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

26. Plaintiff re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

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

7 28. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
9 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
10 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
11 pay period in which Defendants violated these provisions of the Labor Code.

12 29. Defendants’ conduct violates numerous Labor Code sections, including, but not
13 limited to, the following:

14 (a) violation of Labor Code §§ 201-204, and 210, for failure to timely pay all earned
15 wages owed to Plaintiff and other aggrieved employees during employment and upon
16 separation of employment as herein alleged

17 (b) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
18 other aggrieved employees and failure to pay premium wages for missed rest periods as
19 herein alleged; and

20 (c) violation of Labor Code § 226 for failure to provide accurate itemized wage
21 statements to Plaintiff and other aggrieved employees as herein alleged.

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

25 31. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
27 other aggrieved employees under PAGA.
28

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

36. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees and the LWDA pursuant to Labor Code § 2698, *et seq.*;

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

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

Dated: July 8, 2020

AEGIS LAW FIRM, PC

By: 
Jessica L. Campbell
Attorneys for Plaintiff