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and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

JOHN CAMP, individually and on behalf of other
individuals similarly situated,

Plaintiff,

v.

WILLIAMS-SONOMA, INC., a Delaware
corporation; and DOES 1 through 100, inclusive

Defendants.

**Electronically
FILED**
by Superior Court of California, County of San Mateo
ON 4/19/2021
By /s/ Joel Lacey
Deputy Clerk

CASE NO. 21-CIV-00483

**CLASS ACTION FIRST AMENDED
COMPLAINT FOR:**

- 1. Failure to Pay All Wages;**
- 2. Meal Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
- 3. Failure to Furnish an Accurate Itemized Wage Statement upon Payment of Wages in Violation of California Labor Code §226;**
- 4. Failure to Pay All Wages Owed at Termination in Violation of California Labor Code §203;**
- 5. Failure to Adopt Standards that Minimize Excessive Indoor Heat in Violation of California Labor Code §§ 6720, 226.7;**
- 6. Violations of California Business & Professions Code §§ 17200, et seq.;**
- 7. Penalties Pursuant to California Labor Code §§ 2698-2699 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff JOHN CAMP (hereinafter referred to as “Plaintiff”), hereby submits his Class Action
2 First Amended Complaint against Defendant WILLIAMS-SONOMA, INC., a Delaware corporation;
3 and Does 1-100 (hereinafter referred to as “Defendants”) on behalf of himself and the class of all other
4 similarly situated current and former employees of Defendants as follows:

5 **INTRODUCTORY FACTUAL ALLEGATIONS**

6 1. This class action is within the Court's jurisdiction under California *Labor Code* and
7 California *Business and Professions Code* § 17200, et seq., (Unfair Practices Act).

8 2. This complaint challenges systemic illegal employment practices resulting in violations of
9 the California *Labor Code*, and California *Business and Professions Code* against employees of
10 Defendants.

11 3. Plaintiff seeks relief on behalf of himself and the members of the Plaintiff Class as a result
12 of employment policies, practices and procedures more specifically described below, which violate the
13 California *Labor Code*, and the orders and standards promulgated by the California Department of
14 Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards, and which have
15 resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff Class all wages due to
16 them. Said employment policies, practices and procedures are generally described as follows:

- 17 a. Failure to compensate Plaintiff and members of the Plaintiff Class for all hours worked;
- 18 b. Failure to provide Plaintiff and members of the Plaintiff Class with meal breaks;
- 19 c. Failure to provide accurate itemized wage statements;
- 20 d. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff Class upon
- 21 termination or within 72 hours of resignation; and
- 22 e. Failure to adopt standards that minimize excessive indoor heat.

23 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged
24 in, among other things a system of willful violations of the California *Labor Code*, California *Business*
25 *and Professions Code*, and applicable IWC wage orders by creating and maintaining policies, practices
26 and customs that knowingly deny employees the above stated rights and benefits.

27 5. The policies, practices and customs of Defendants described above and below have
28 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that

routinely adhere to the structures of the California *Labor Code*, and California *Business and Professions Code*.

6. This matter is brought as a class action pursuant to California *Code of Civil Procedure* § 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically below, but which is comprised, generally, of all former and current employees of WILLIAMS-SONOMA, INC., a Delaware corporation, who hold or held the job positions which Defendants classified as “non-exempt” at any of Defendants’ facilities in California and throughout the United States.

7. This Complaint alleges systematic violations of the California *Labor Code* (hereinafter, “*Labor Code*,”) and the California *Business & Professions Code* and is brought by Plaintiff on his own behalf and on behalf of the members of the Plaintiff Class.

8. The California Plaintiff “Class Period” is defined as the period from four years prior to the filing of this action through and including the date judgment is rendered in this matter. Plaintiff herein reserves the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

9. The actions of Defendants are in violation of the California *Labor Code* as well as the wage orders of the Industrial Wage Commission of the State of California and, as a result, are unlawful and unfair acts, thus constituting a violation of California *Business & Professions Code* § 17200, et seq. (Unfair Practices Act).

10. The policies, practices and customs of Defendants described above and herein have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the requirements of the California *Labor Code* and of the *Business & Professions Code*.

JURISDICTION AND VENUE

11. On information and belief, Defendants are either 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.

12. Venue is proper in San Mateo County because the acts which give rise to this litigation occurred in this county and Defendants do business in San Mateo County.

THE PARTIES

13. Plaintiff JOHN CAMP (“Plaintiff”) is a resident of Alameda County, in the State of California. Plaintiff was employed by Defendants, a WILLIAMS-SONOMA, INC., a Delaware corporation, from approximately May 28, 2018 through December 14, 2020. Plaintiff worked as a Warehouse Lead in Brisbane, California.

14. WILLIAMS-SONOMA, INC., is a Delaware corporation doing business in California.

15. WILLIAMS-SONOMA, INC., is an American consumer retail company that sells kitchen-wares and home furnishings. It is headquartered in San Francisco.

16. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and DOES 1 through 100, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

17. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

19. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein were the agents, employees, alter egos and/or joint venturer of, or working in concert with each of the other co-Defendants and were acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and

ratified said acts, conduct, and omissions of the acting Defendants.

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

21. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

22. The members of the Plaintiff Class, including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California and the United States.

FACTUAL ALLEGATIONS

23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

24. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

25. Defendants' utilization of such unfair business practices deprives Plaintiff and other aggrieved employees of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

26. Plaintiff and all other aggrieved employees were and are classified by Defendants as non-exempt employees, pursuant to the provisions of the California *Labor Code*, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards. As non-exempt employees, Plaintiff and all other aggrieved employees are entitled to certain benefits, including mandated meal breaks. In addition, said statutory provisions, wage orders, regulations and standards obligate the employer to maintain accurate records of the hours worked by employees.

1 27. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of
2 the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
3 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants
4 to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according
5 to proof at the time of trial.

6 ***Defendants' Failure to Pay for All Hours Worked***

7 28. Defendants did not compensate their hourly non-exempt employees for all the minutes that
8 they worked as described above, including but not limited to the time that the employees were subject to
9 the control and direction of Defendants; and/or the time that the employees were suffered or permitted to
10 work.

11 29. Defendants, at all times relevant herein, failed to compensate for all actual hours worked
12 by non-exempt employees. As a result, Defendants have failed and refused to compensate Plaintiff and
13 members of the Plaintiff Class all wages due to them for actual hours worked.

14 ***Time Spent "Off-the-Clock"***

15 30. Pursuant to a uniform policy originated by Defendants, Plaintiff and members of the
16 Plaintiff Class are required to work "off-the-clock."

17 31. Specifically, at times Plaintiff and other members of the Plaintiff Class were required to
18 clock out and continue working if there was work left to complete.

19 32. Thus, at the discretion and control of the Defendants and solely for their benefit, Plaintiff
20 and other members of the Plaintiff Class were not compensated for all time worked. This work, done solely
21 for the employer's benefit, is time which employees should be, but are not, compensated for both straight
22 hours and overtime hours worked in excess of 40 in a week or, in California, in excess of 8 in a day.

23 ***Defendants' Failure to Provide Compliant Meal Breaks***

24 33. Plaintiff alleges that meal breaks were frequently interrupted by supervisors, or were
25 not provided, thereby depriving Plaintiff and members of the Plaintiff Class of the full meal break as
26 required. Additionally, Plaintiff's meal break would be cut short if a delivery service came in, as he
27 would be required to assist the driver by unloading the trucks. Thus, Plaintiff and other members of
28 the Plaintiff Class were not provided with compliant meal breaks.

- 1 34. Plaintiff alleges that throughout the Relevant Time Period, Defendants regularly:
- 2 a. Failed to provide Plaintiff and the members of the Plaintiff Class with a first meal
- 3 period of not less than thirty (30) minutes during which they are relieved of all duty
- 4 before working more than five (5) hours;
- 5 b. Failed to pay Plaintiff and the members of the Plaintiff Class one hour of pay at their
- 6 regular rate of compensation for each workday that a meal period was not provided;
- 7 c. Failed to provide Plaintiff and the members of the Plaintiff Class with a second meal
- 8 period of not less than thirty (30) minutes during which they are relieved of all duties
- 9 before working more than ten (10) hours per day; and
- 10 d. Failed to accurately record all meal periods.

11 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

12 35. At all times, relevant hereto, California *Labor Code* § 201 required an employer that

13 discharges an employee to pay compensation due and owing to said employee immediately upon

14 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any

15 compensation due and owing to said employee within seventy-two (72) hours of an employee's

16 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation

17 promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer is

18 liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

19 36. Defendants willfully and knowingly failed to pay Plaintiff and other members of the

20 Plaintiff Class, upon termination of employment, all accrued compensation.

21 37. Specifically, Plaintiff and members of the Plaintiff Class were entitled to all pay for time

22 spent "off the clock," and for premiums that should have been paid for non-compliant meal breaks.

23 ***Defendants' Failure to Provide Accurate Wage Statements***

24 38. Defendants failed to comply with California *Labor Code* Section 226(a) because Plaintiff

25 and other members of the Plaintiff's Class' hours worked were incorrect.

26 39. Further, Defendants failed to provide Plaintiff with a final wage statement.

27 ***Defendants' Failure to Minimize Excessive Indoor Heat***

28 40. Defendants failed to comply with California *Labor Code* §§ 6720, 226.7 and the

1 applicable Wage Order section 15 because it provided employees with an excessively hot indoor
2 working environment. Defendants failed to implement indoor heat- related standards and increased
3 employees' risk of heat illnesses. Plaintiff and members of the Plaintiff Class who worked in the
4 warehouse had limited areas to get relief from the heat during the summer months.

5 ***Facts Regarding Willfulness***

6 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and were
7 advised by skilled lawyers, other professionals, employees with human resources background and advisors
8 with knowledge of the requirements of California wage and hour laws.

9 42. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
10 Defendants had a consistent policy or practice of failing to compensate the Plaintiff Class members,
11 including Plaintiff.

12 43. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
13 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were entitled
14 to be paid for all hours worked.

15 ***Unfair Business Practices***

16 44. Defendants have engaged in, and continue to engage in, unfair business practices in
17 California by practicing, employing and utilizing the employment practices and policies outlined above.

18 45. Defendants' utilization of such unfair business practices constitutes unfair competition and
19 provides an unfair advantage over Defendants' competitors.

20 46. Defendants' utilization of such unfair business practices deprives Plaintiff and members of
21 the Plaintiff Class of the general minimum working standards and entitlements due them under California
22 law and the Industrial Welfare Commission wage orders as described herein.

23 47. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of
24 the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
25 of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants
26 to fully perform their obligations under state law, all to Plaintiff's respective damage in amounts according
27 to proof at the time of trial.

28 ///

1 ***Plaintiff's Exhaustion of Administrative Remedies***

2 48. Plaintiff has complied with the procedures for bringing suit specified in California *Labor*
3 *Code* § 2699.3.

4 49. By letter dated January 29, 2021, required notice was sent to Labor and Workforce
5 Development Agency ("LWDA") and Defendants of the specific provisions of the California *Labor Code*
6 alleged to have been violated, including the facts and theories to support the alleged violations.

7 50. More than sixty-five (65) days have passed since the date the notice was mailed to
8 Defendants and the LWDA, and the LWDA has not notified Plaintiff that it intends to investigate the
9 allegations herein.

10 **CLASS ACTION ALLEGATIONS**

11 51. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 52. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
13 action, pursuant to California *Code of Civil Procedure* §382. The classes which Plaintiff seeks to represent
14 are composed of, and defined as follows:

15 **Plaintiff Class**

16 All persons who have been, or currently are, employed by Defendants and
17 who held, or hold, job positions which Defendants have classified as "non-
18 exempt" employees in the State of California.

19 **Terminated Sub Class**

20 All members of the Plaintiff Class whose employment ended during the
21 Class Period.

22 (collectively "Plaintiff Class" or "Class Members")

23 53. Plaintiff is informed and believes, and on that basis alleges, that during the class period
24 thousands of class members have been employed by Defendants as non-exempt employees in the State of
25 California. Because so many persons have been employed by Defendants in this capacity, the members
26 of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

27 54. Common questions of law, in fact, exist as to all members of the Plaintiff Class and
28 predominate over any questions affecting solely individual members of the Plaintiff Class. Among the

1 questions of law and fact, that are relevant to the adjudication of class members claims are as follows:

- 2 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
- 3 California wage and hour statutes;
- 4 b. Whether Defendants maintained accurate records of the hours worked by employees;
- 5 c. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and
- 6 members of the Plaintiff Class with true and proper wage statements upon payment
- 7 of wages, in violation of California *Labor Code* §226;
- 8 d. Whether Defendants unlawfully and/or willfully failed to compensate employees for
- 9 all hours worked;
- 10 e. Whether Defendants unlawfully and/or unwillingly failed to provide Plaintiff and
- 11 members of the Plaintiff Class with compliant meal breaks and compensation in lieu
- 12 thereof;
- 13 f. Whether Defendants unlawfully/or willingly failed to timely pay Plaintiff and the
- 14 Terminated Sub Class upon termination;
- 15 g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so,
- 16 the proper measure of such damages, as well as interest, penalties, costs, attorneys’
- 17 fees, and equitable relief;
- 18 h. Whether Defendants failed to minimize indoor heat and failed to adopt standards that
- 19 minimize heat-related illness and injury among workers; and
- 20 i. Whether Defendants’ conduct as alleged herein violates the Unfair Business
- 21 Practices Act of California, *Bus. & Prof. Code* § 17200, *et seq.*

22 55. The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff

23 Class. Plaintiff and the members of the Plaintiff Class sustained losses, injuries and damages arising from

24 Defendant’s common policies, practices, procedures, protocols, routines, and rules which were applied to

25 other class members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and

26 damages as were suffered by other members of the proposed class.

27 56. Plaintiff is an adequate representative of the proposed classes because he is a member of

28 the class, and his interests do not conflict with the interests of the members he seeks to represent. Plaintiff

1 has retained competent counsel, experienced in the prosecution of complex class actions, and together
2 Plaintiff and his counsel intends to prosecute this action vigorously for the benefit of the classes. The
3 interests of the Class Members will fairly and adequately be protected by Plaintiff and his attorneys.

4 57. A class action is superior to other available methods for the fair and efficient adjudication
5 of this litigation since individual litigation of the claims of all Class Members is impracticable. It would
6 be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this
7 would potentially result in hundreds of individuals, repetitive lawsuits. Further, individual litigation
8 presents the potential for inconsistent or contradictory judgments, and the prospect of a “race to the
9 courthouse,” and an inequitable allocation of recovery among those with equally meritorious claims. By
10 contrast, the class action device presents far fewer management difficulties, and provides the benefit of a
11 single adjudication, economics of scale, and comprehensive supervision by a single court.

12 58. The various claims asserted in this action are additionally or alternatively certifiable under
13 the provisions of the California *Code of Civil Procedure* § 382 because:

- 14 a. The prosecution of separate actions by hundreds of individual class members
15 would create a risk of varying adjudications with respect to individual class
16 members, thus establishing incompatible standards of conduct for Defendants, and
17 b. The prosecution of separate actions by individual class members would also create
18 the risk of adjudications with respect to them that, as a practical matter, would be
19 dispositive of the interest of the other class members who are not a party to such
20 adjudications and would substantially impair or impede the ability of such non-
21 party class members to protect their interests.

22 59. Plaintiff hereby incorporates each and every allegation contained above and realleges said
23 allegations as if fully set forth herein.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY FOR ALL HOURS WORKED**

26 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

27 60. Plaintiff incorporates herein by reference the allegations set forth above.

28 61. At all times relevant herein, which comprise the time period not less than four (4) years

preceding the filing of this action, Defendants were required to compensate their hourly employees for all hours worked upon reporting for work at the appointed time stated by the employer, pursuant to the Industrial Welfare Commission Orders and California *Labor Code* §§ 200, 226, 1197, and 1198.

62. For at least the four (4) years preceding the filing of this action, Defendants failed to compensate employees for all hours worked. Defendants implemented policies that actively prevented employees from being compensated for all time worked by subjecting employees to work “off-the-clock.”

63. Under the above-mentioned wage order and state regulations, Plaintiff and the Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with California *Labor Code* § 218.5, and penalties pursuant to California *Labor Code* §203 and 206.

64. Defendants did not compensate their hourly non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work.

65. Specifically, at times Plaintiff and other members of the Plaintiff Class were required to clock out, but continue working if there was still work to complete.

66. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Plaintiff Class for all wages earned and all hours worked, in violation of state law. As a direct result, Plaintiff and the Plaintiff Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, in accordance with Plaintiff's and the Plaintiff Class' respective damage amounts according to proof at time of trial.

67. Defendants committed such actions alleged knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Plaintiff Class, from improper motives amounting to malice, and in conscious disregard of Plaintiff's and the Plaintiff Class' rights.

68. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof at the time of trial.

69. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class have been damaged in an amount according to proof at time of trial.

SECOND CAUSE OF ACTION

MEAL BREAKS IN VIOLATION OF

CAL. LABOR CODE §§ 200, 226.7, 512

(By Plaintiff and the Members of the Plaintiff Class Against Defendants)

70. Plaintiff incorporates herein by reference the allegations set forth above.

71. For at least the four (4) years preceding the filing of this action, Defendants failed to provide meal breaks as required by law.

72. California *Labor Code* § 226.7(a) provides that: “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

73. California *Labor Code* § 512 provides that: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

74. The applicable Wage Order Section 11(D) states “If an employer fails to provide an employee a meal period in the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation each day that the meal period is not provided.”

75. Throughout the Class Period, Plaintiff and the members of the Plaintiff Class consistently worked over five (5) hours per work period, and therefore, were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

76. Defendants failed to provide Plaintiff and members of the Plaintiff Class with a thirty (30) minute, uninterrupted meal break.

77. Plaintiff alleges that meal breaks were frequently interrupted by supervisors, or not provided, thereby depriving Plaintiff and members of the Plaintiff Class of the full meal break as required. Additionally, Plaintiff’s meal break would be cut short if a delivery service came in, as he

1 would be required to assist the driver by unloading the trucks. Thus, Plaintiff and other members of
2 the Plaintiff Class were not provided with compliant meal breaks.

3 78. Defendants also failed to pay Plaintiff and the Class members the full statutory penalty for
4 all non-complaint meal breaks.

5 79. Thus, throughout the Class Period, Defendants regularly:

- 6 a. Failed to provide timely, 30-minute uninterrupted meal periods during which Plaintiff
7 and the members of the Plaintiff Class were relieved of all duty for each five (5) hours
8 of work;
- 9 b. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at
10 their regular rate of compensation for each workday that a meal period was not
11 permitted;
- 12 c. Failed to provide Plaintiff and the members of the Plaintiff Class with a second meal
13 period of not less than thirty (30) minutes during which they are relieved of all duties
14 before working more than ten (10) hours per day; and
- 15 d. Failed to accurately record all meal periods.

16 80. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff and
17 the members of the Plaintiff Class have been deprived of meal period wages due in amounts to be
18 determined at trial.

19 81. Defendants' conduct described herein violates the Industrial Welfare Commission Order
20 and California *Labor Code* §§ 226, 226.7, 512, and 1198

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO FURNISH AN ACCURATE ITEMIZED WAGE STATEMENT IN VIOLATION**

23 **OF CAL. LABOR CODE § 226**

24 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

25 82. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth herein,
26 the allegations contained above.

27 83. California *Labor Code* § 226(a) sets forth reporting requirements for employers when they
28 pay wages, as follows: "[e]very employer shall ... at the time of each payment of wages, furnish his or her

employees ... an accurate itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee.... (5) net wages earned ... (8) the name and address of the legal entity that is the employer... (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” (Emphasis added.) Section (e) provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorney’s fees.”

84. Defendants failed to accurately represent the total hours worked by Plaintiff and Class members because all hours worked are not accurately reflected on their wage statements, as a result of failing to compensate Plaintiff and members of the Plaintiff Class for all time worked.

85. Plaintiff and Class members were damaged by these failures because, among other things, the failures hindered Plaintiff and Class members from determining the amounts of wages actually owed to them.

86. Further, Defendants also failed to provide Plaintiff with a final wage statement.

87. Plaintiff and Class Members request recovery of California *Labor Code* § 226(e) penalties according to proof, as well as interest, attorneys’ fees and costs pursuant to California *Labor Code* § 226(e), in a sum as provided by the Labor Code and/or other statutes.

88. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES AT TIME OF

TERMINATION IN VIOLATION OF CAL. LABOR CODE §§ 201-203

(By Plaintiff and Members of the Terminated Sub Class Against Defendants)

89. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

90. At all times, relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to California *Labor Code*

1 §§ 201-203.

2 91. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of
3 the Terminated Sub Class their final wages pursuant to California *Labor Code* §§ 201-203, and
4 accordingly owe waiting time penalties pursuant to California *Labor Code* § 203.

5 92. Specifically, Plaintiff and members of the Plaintiff Class were entitled to compensation for
6 time spent “off the clock,” and for unpaid meal break premiums.

7 93. The conduct of Defendants and its agents and managerial employees as described herein
8 was willful, and in violation of the rights of Plaintiff and the individual members of the Terminated Sub
9 Class.

10 94. Plaintiff is informed and believes, and based thereon alleges, that Defendants’ willful
11 failure to pay wages due and owing them upon separation from employment results in a continued payment
12 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members
13 who have separated from employment are entitled to compensation pursuant to California *Labor Code*
14 § 203.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO ADOPT STANDARDS THAT MINIMIZE EXCESSIVE INDOOR HEAT**

17 **VIOLATION OF CAL. LABOR CODE §§ 6720, 226.7**

18 (By Plaintiff and the Members of the Plaintiff Class Against Defendants)

19 95. Plaintiff re-alleged and incorporates all preceding paragraphs as though fully set forth
20 herein.

21 96. California *Labor Code* § 6720 sets forth requirements for adapting a standard that
22 minimizes heat-related illness and injury among workers working in indoor places by January 1, 2019.
23 The provision states the following: “[t]he standard shall be based on environmental temperatures, work
24 activity levels, and other factors.”

25 97. California *Labor Code* § 226.7(a) states “As used in this section, “recovery period” means
26 a cooldown period afforded an employee to prevent heat illness.” Section 226.7(c) states “If an employer
27 fails to provide an employee a meal or rest or recovery period in accordance with a state law, including,
28 but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare

Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

98. The applicable Wage Order section 15(A) provides the following: "The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed." Section 15(B) states "If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort."

99. Defendants failed to comply with California *Labor Code* §§ 6720, 226.7(a), and the applicable Wage Order, by maintaining an excessively hot working environment.

100. Defendants fail to provide Plaintiff and members of Plaintiff Class with a recovery period and fails to adopt standards to reduce heat-related illnesses, and as a result, Defendants have failed to maintain a safe indoor working environment.

101. Plaintiff and Class Members request recovery and penalties according to proof, as well as interest, attorneys' fees and costs pursuant to California *Labor Code*.

SIXTH CAUSE OF ACTION

VIOLATIONS OF CALIFORNIA

BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

102. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

103. Section 17200 of the California *Business and Professions Code* prohibits any unlawful, unfair or fraudulent business act or practice.

104. Plaintiff brings this cause of action in a representative capacity on behalf of the general public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary damages because of Defendants' actions.

105. The actions by Defendants as herein alleged amount to conduct which is unlawful and a

1 violation of law. As such, said conduct amounts to unfair business practices in violation of California
2 *Business and Professions Code* § 17200, *et seq.*

3 106. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the
4 Plaintiff Class by denying them wages due and payable, and by failing to pay all wages due in a timely
5 manner at the time of termination (for the Terminated Sub Class). Defendants' actions are thus
6 substantially injurious to Plaintiff and the members of the Plaintiff Class, causing them injury in fact and
7 loss of money.

8 107. Because of such conduct, Defendants have unlawfully and unfairly obtained monies due
9 to the Plaintiff and the members of the Plaintiff Class.

10 108. All members of the Plaintiff Class can be identified by reference to payroll and related
11 records in the possession of the Defendants. The amount of wages due to Plaintiff and members of the
12 Plaintiff Class can be readily determined from Defendants' records. The Class Members are entitled to
13 restitution of monies due and obtained by Defendants during the Class Period as a result of Defendants'
14 unlawful and unfair conduct.

15 109. During the Class Period, Defendants committed, and continue to commit, acts of unfair
16 competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and among other
17 things, engaging in the acts and practices described above.

18 110. Defendants' course of conduct, acts, and practices in violation of the California law as
19 mentioned in each paragraph above constitutes a separate and independent violation of § 17200, etc., of
20 the *Business and Professions Code*.

21 111. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully denied
22 lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices and,
23 therefore, Defendants' actions described herein constitute an unfair business practice or act within the
24 meaning of *Business and Professions Code* § 17200.

25 112. Defendants' conduct described herein threatens an incipient violation of California's wage
26 and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens or
27 harms competition.

28 113. Defendants' course of conduct described herein further violates California *Business and*

1 *Professions Code* § 17200 in that it is fraudulent, improper, and unfair.

2 114. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described
3 herein-above have injured Plaintiff and members of the Plaintiff Class in that they were wrongfully denied
4 the timely and full payment of wages due to them.

5 **SEVENTH CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2698, et seq. (PAGA)**

7 **(Against Defendants on behalf of Plaintiff and All Other Aggrieved Employees)**

8 115. Plaintiff incorporates all preceding paragraphs as though fully set for herein.

9 116. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code
10 sections enumerated in California *Labor Code* §2699.5.

11 117. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff
12 may as a matter of right amend an existing complaint to add a cause of action arising under this part
13 at any time within 60 days of the time periods specified in this part.”

14 118. “Aggrieved Employees” is defined as follows: all employees who were or are employed
15 by Defendant in California as “non-exempt employees” against whom one or more violations of any
16 provision in Division 2 Part 2 Chapter 1 of the *Labor Code* or any provision regulating hours and days of
17 work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth
18 in this complaint, at any time between one year prior to the filing of this complaint until judgment. As used
19 in this definition, the term “non-exempt employee” refers to those who Defendant has classified as non-
20 exempt from the overtime wage provisions of the California *Labor Code*.

21 119. Defendant’s conduct, as alleged herein, violates numerous sections of the California
22 *Labor Code* including, but not limited to, the following:

- 23 a. Failure to compensate Plaintiff and other aggrieved employees for all hours worked;
24 b. Failure to provide Plaintiff and other aggrieved employees with meal breaks;
25 c. Failure to provide accurate itemized wage statements;
26 d. Failure to timely pay all wages due to Plaintiff and other aggrieved employees upon
27 termination or within 72 hours of resignation; and
28 e. Failure to adopt standards that minimize excessive indoor heat.

1 120. California *Labor Code* § 1198 makes it illegal to employ an employee under conditions
2 of labor that are prohibited by the applicable wage order. California *Labor Code* section 1198 requires
3 that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions
4 of labor for employees. The employment of any employee . . . under conditions of labor prohibited
5 by the order is unlawful.”

6 121. California *Labor Code* § 226(a) sets forth reporting requirements for employers when
7 they pay wages, as follows:

8 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
9 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
10 by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if
11 the employee is paid on a piece-rate basis. . . (8) the name and address of the legal entity that
12 is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
13 Section 1682, the name and address of the legal entity that secured the services of the
14 employer."

15 Section (e) provides:

16 "An employee suffering injury as a result of a knowing and intentional failure by an employer
17 to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or
18 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
19 (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
20 penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
21 reasonable attorneys' fees."

22 122. California *Labor Code* § 1174 provides that “[e]very person employing labor in this
23 state shall . . . [k]eep a record showing the names and addresses of all employees employed and the
24 ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at
25 which employees are employed, payroll records showing the hours worked daily by and the wages
26 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments...”

28 123. Pursuant to PAGA, and in particular California *Labor Code* §§ 2699(a), 2699.3,

1 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
2 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the
3 State of California against Defendants, in addition to other remedies, for violations of California *Labor*
4 *Code*.

5 124. Plaintiff has complied with the procedures for bringing suit specified in California
6 *Labor Code* § 2699.3.

7 125. By letter dated January 29, 2021, Plaintiff, on behalf of himself and the other aggrieved
8 employees, pursuant to California *Labor Code* § 2699.3, gave written notice by electronic submission
9 to the Labor and Workforce Development Agency (“LWDA”) and certified mail to Defendant of the
10 specific provisions of the California *Labor Code* alleged to have been violated, including the facts and
11 theories to support the alleged violations.

12 126. More than 65 days have passed since the January 29, 2021 notice was sent to the
13 LWDA and no response has been received.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

- 16 1. An order that the action be certified as a class action;
- 17 2. An order that counsel for Plaintiff be appointed class counsel;
- 18 3. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and
19 disgorgement of all profits from the unlawful business practices of Defendant;
- 20 4. For compensatory damages;
- 21 5. For penalties pursuant to California *Labor Code* §§ 2699, 200, 226, 226.7, 226.3;
- 22 6. For interest accrued to date;
- 23 7. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§ 226
24 and 1194;
- 25 8. For reasonable attorneys’ fees pursuant to California *Labor Code* §§ 2699 (g) (1), 226,
26 and 1194; and,
- 27 9. A declaratory judgment that Defendants have knowingly and intentionally violated the
28 following provisions of law:

- a. California *Labor Code* §§ 1194, 510, by failing to pay all wages owed;
- b. California *Labor Code* § 226.7 by failing to provide meal breaks mandated by law;
- c. California *Labor Code* § 226, by failing to provide the information required with each payment of wages;
- d. California *Labor Code* §§ 201-203, by failing to pay all wages when due and by willfully failing to make timely payment of the full wages due to workers who quit or have been discharged;
- e. California *Labor Code* §§ 6720, 226.7 for failing to adopt standards to minimize indoor heat-related illnesses; and
- f. California *Business & Professions Code* §§ 17200-08 by violating the provisions set forth herein above.

10. For all such other and further relief that the Court may deem just and proper.

DATED: April 19, 2021

BRADLEY/GROMBACHER LLP

By: Kiley L. Grombacher
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.

Attorneys for Plaintiff

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

DATED: April 19, 2021

BRADLEY/GROMBACHER, LLP

By: Kiley L. Grombacher
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.

Attorneys for Plaintiff

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

1) FIRST AMENDED COMPLAINT

[] (VIA US MAIL) I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] **(VIA FACSIMILE)** I caused such document to be faxed to the persons identified with fax numbers on the attached Mailing List.

[X] (BY ELECTRONIC FILING SERVICE PROVIDER) I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me. My email address is mvalle@bradleygrombacher.com. Said document(s) were served by email on April 19 2021. The names and email addresses of the persons served are set forth in the service list. I did not receive, under a reasonable period of time, any indication that the email did not go through.

Executed April 19, 2021, at Westlake Village, California.

PROOF OF SERVICE

CAMP v. WILLIAMS- SONOMA, INC.
SAN MATEO SUPERIOR COURT CASE NO. 21-CIV-00483

Service List

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