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Attorneys for Plaintiff and the Aggrieved Employees

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

LAKESHIA COOK-FARRAR, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

THE REALREAL, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

DEMAND OVER \$25,000.00

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

04/06/2022
Clerk of the Court

BY: KAREN VALDES
Deputy Clerk

CGC-22-599036

1 Plaintiff Lakeshia Cook-Farrar (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant The RealReal, Inc. (“Defendant”), and Does 1
3 through 50 (collectively, “Defendants”), individually, and on behalf of herself and all aggrieved
4 employees of Defendant, for penalties for violations of the California Labor Code as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under California
7 Labor Code §§ 201-204, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the applicable Wage Orders
8 of the Industrial Welfare Commission (“IWC”).

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against individuals who worked for Defendant.

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees by failing to provide itemized, accurate wage statements,
14 failing to pay meal and rest period premium at the regular rate of pay, failing to pay sick pay at
15 the regular rate of pay, and all wages due at termination.

16 **JURISDICTION AND VENUE**

17 4. The Court has jurisdiction over the violations of the California Labor Code §§
18 201-204, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the applicable IWC Wage Orders.

19 5. Venue is proper in San Francisco County because Plaintiff worked for Defendants
20 in San Francisco County, California.

21 **PARTIES**

22 6. Plaintiff was employed by Defendants as a Customer Service Representative from
23 about October 2018 to about October 28, 2021. Plaintiff worked as an hourly non-exempt
24 employee.

25 7. Plaintiff was and is the victims of the policies, practices, and customs of
26 Defendant complained of in this action in ways that have deprived her of the rights guaranteed
27 by California Labor Code §§ 201-204, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the applicable
28 IWC Wage Orders.

1 8. Plaintiff is informed and believes, and based thereon alleges, that The RealReal,
2 Inc. was and is a Delaware corporation which operates as a consignment retail store throughout
3 the United States, including San Francisco County, California. On information and belief,
4 Defendant maintains its corporate headquarters in California.

5 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
7 and partnerships, licensed to do business and actually doing business in the State of California.
8 As such, and based upon all the facts and circumstances incident to Defendants' business,
9 Defendants are subject to the California Labor Code and the applicable IWC Wage Orders.

10 10. Plaintiff does not know the true names or capacities, whether individual, partner
11 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
12 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
13 complaint when the true names and capacities are known. Plaintiff is informed and believes and
14 based thereon alleges that each of said fictitious defendants was responsible in some way for the
15 matters alleged herein and proximately caused Plaintiff and members of the general public and
16 aggrieved employees to be subject to the illegal employment practices, wrongs and injuries
17 complained of herein.

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

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

1 Defendants.

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

5 14. At all times herein mentioned, the acts and omissions of various Defendants, and
6 each of them, concurred and contributed to the various acts and omissions of each and all of the
7 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
8 herein mentioned, Defendants, and each of them, ratified each and every act or omission
9 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
10 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
11 damages as herein alleged.

12 **FIRST CAUSE OF ACTION**

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

14 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

15 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 16. Plaintiff brings this cause of action as a proxy for the State of California and in
18 this capacity, seeks penalties on behalf of all Aggrieved Employees from January 31, 2021,
19 through the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 226.7, 246,
20 512, 2698, et seq., as identified above, for failing to provide itemized, accurate wage statements,
21 failing to pay meal and rest period premium at the regular rate of pay, failing to pay sick pay at
22 the regular rate of pay, and all wages due at termination.

23 17. Specifically, Plaintiff and Aggrieved Employees earned non-discretionary
24 remuneration, including without limitation, quarterly bonuses and/or shift differentials.
25 Defendant's paid Plaintiff and Aggrieved Employees meal and rest period premium for missed
26 meal and rest periods at the base rate of pay as Defendants failed to include any non-
27 discretionary remuneration earned into the calculation of the regular rate. Whenever Plaintiff
28

1 and Aggrieved Employees received meal and rest period premium pay during workweeks in
2 which they earned non-discretionary remuneration, the meal and rest period premium was paid at
3 the base rate of pay. Thus, Plaintiff and Aggrieved Employees are owed additional meal and rest
4 break premium pay based on the correct, higher regular rate of pay. As a result of the foregoing
5 violation, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed upon
6 separation of employment due to the unpaid missed meal and rest period premiums.

7 18. Additionally, Plaintiff and Aggrieved Employees were not paid sick pay at the
8 regular rate of pay. Specifically, when Plaintiff and Aggrieved Employees earned non-
9 discretionary remuneration, thus increasing the regular rate of pay, sick pay was paid at the base
10 rate of pay rather than the regular rate of pay. At the termination of Plaintiff and Aggrieved
11 Employees' employment, they were not paid all final wages owed, including all their sick pay
12 wages.

13 19. As a result of Defendants' failure to pay proper sick pay wages and meal/rest
14 break premiums, in violation as identified above, the wage statements issued to Plaintiff and
15 Aggrieved employees failed to identify the correct gross wages earned, net wages earned, and
16 correct hourly rates of pay.

17 20. On or about January 31, 2022, Plaintiff sent written notice to the California Labor
18 & Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code § 201-
19 204, 226(a), 226.7, 246, 512, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys
20 General Act ("PAGA"). Plaintiff also sent written notice of said Labor Code violations to
21 Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date of the filing of this
22 Complaint, the LWDA has not provided written notice regarding whether it intends to investigate
23 the Labor Code violations set forth in Plaintiff's written notice.

24 21. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and
25 all applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 226(a), 226.7,
26 246, 512, and 2698 for the time period described above, on behalf of himself and other
27 Aggrieved Employees.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

4 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
5 the PAGA, Labor Code §226.3, and for costs and attorneys' fees;

6 2. On all causes of action for attorneys' fees and costs as provided by Labor Code
7 §2699 and California Code of Civil Procedure section 1021.5; and

8 3. For such other and further relief as the Court may deem just and proper.
9

10 DATED: April 6, 2022

DIVERSITY LAW GROUP, P.C.

11
12 By: 

Larry W. Lee

Shalom "Christine" Choo

13 Attorneys for Plaintiff and the Aggrieved
14 Employees
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