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Attorneys for Plaintiff and the Class

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

ANGELICA ROMERO, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

RALPH LAUREN RETAIL, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2200840

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) FAILURE TO PAY WAGES IN
VIOLATION OF CAL. LABOR CODE
§§ 201-204, 510, 558, 1194, 1197 AND
1197.1;**
- (2) VIOLATION OF CAL. LABOR CODE
§ 226(a);**
- (3) VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, ET SEQ.**
- (4) VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Angelica Romero (“Plaintiff”) hereby submits this Class Action Complaint
2 (“Complaint”) against Defendants Ralph Lauren Retail, Inc. and Does 1 through 50 (hereinafter
3 collectively referred to as “Defendants”) as an individual and on behalf of the class of all other
4 similarly situated current and former employees of Defendants for minimum wages, overtime
5 wages, and penalties under the California Labor Code, and for restitution as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Code
8 §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, 2698, and the applicable Wage Orders of the
9 California Industrial Welfare Commission (“IWC”), and the California Unfair Competition Law
10 (the “UCL”), Business and Professions Code § 17200, *et seq.*

11 2. This complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code and the UCL against individuals who worked for
13 Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees in receiving wages for all hours worked, including
17 minimum wages and overtime wages, and timely payment of wages.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code
20 and the UCL by creating and maintaining policies, practices and customs that knowingly deny
21 employees the above stated rights and benefits.

22 5. The policies, practices and customs of defendants described above and below
23 have resulted in unjust enrichment of Defendants and an unfair business advantage over
24 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

25 **JURISDICTION AND VENUE**

26 6. The Court has jurisdiction over the violations of the California Labor Code
27 §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, 2698, *et seq.*, and the UCL.

28 7. Venue is proper in Riverside County because Plaintiff is a resident of this County

1 and performed work for Defendant at its retail store in Cabazon, California, which is located in
2 this County.

3 **PARTIES**

4 8. In or around April 12, 2012, Plaintiff was hired by Defendant to work as a Sales
5 Associate. On or about November 2021, Plaintiff's employment ended. Plaintiff worked for
6 Defendants in Cabazon, California.

7 9. Defendant is a retail company which operates retail stores and distribution
8 centers/warehouses throughout the United States, including in the State of California.

9 10. Plaintiff was and is the victim of the policies, practices, and customs of
10 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
11 by California Labor Code §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, 2698, and the UCL.

12 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
13 Delaware corporation, which provides retail services throughout the United States, including
14 numerous locations in the State of California and in the County of Riverside.

15 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
17 individuals, and partnerships, licensed to do business and actually doing business in the State of
18 California. As such, and based upon all the facts and circumstances incident to Defendants'
19 business, Defendants are subject to California Labor Code §§ 201-204, 226, 510, 558, 1194,
20 1197, 1197.1, 2698, and the UCL.

21 13. Plaintiff does not know the true names or capacities, whether individual, partner
22 or corporate, of the Defendant sued herein as Does 1 through 50, inclusive, and for that reason,
23 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
24 complaint when the true names and capacities are known. Plaintiff is informed and believes and
25 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
26 matters alleged herein and proximately caused Plaintiff and members of the general public and
27 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

28 14. At all times herein mentioned, each of said Defendants participated in the doing

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

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

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

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

22 CLASS ACTION ALLEGATIONS

23 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
24 California Code of Civil Procedure § 382. Plaintiff proposes the following Class:

- 25 a. All current and former non-exempt employees who were employed by
26 Defendants in the State of California at any time from February 22, 2018,
27 through the present (the "Class").

28 19. **Numerosity and Ascertainability:** The members of the Class are so numerous

1 that joinder of all members would be impractical, if not impossible. The identity of the members
2 of the Class is readily ascertainable by review of Defendants' records, including payroll records.
3 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
4 provide accurate itemized wage statements in violation of Labor Code § 226(a); (b) failed to pay
5 employees wages for all hours worked, including minimum and overtime wages, for time spent
6 undergoing security checks after they were clocked-out in violation of Labor Code §§ 204, 510,
7 558, 1194, 1197, and 1197.1; (c) violated Labor Code §§ 201-203 by failing to pay all wages
8 owed and due to employees within the time requirements set forth in these statutes; and (d)
9 engaged in unfair business practices in violation of the California Labor Code, the applicable
10 IWC Wage Orders, and the UCL.

11 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
12 necessary steps to represent fairly and adequately the interests of the class defined above.
13 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the
14 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
15 actions in the past and currently have a number of wage-and-hour class actions pending in
16 California state and federal courts.

17 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
18 provide accurate itemized wage statements in violation of Labor Code § 226(a); (b) failing to pay
19 employees wages for all hours worked, including minimum and overtime wages, for time spent
20 undergoing security checks after they were clocked-out in violation of Labor Code §§ 204, 510,
21 558, 1194, 1197, and 1197.1; (c) violating Labor Code §§ 201-203 by failing to pay all wages
22 owed and due to employees within the time requirements set forth in these statutes; and (d)
23 engaging in unfair business practices in violation of the California Labor Code, the applicable
24 IWC Wage Orders, and the UCL.

25 22. Plaintiff is informed and believes, and based thereon alleges, that this corporate
26 conduct is accomplished with the advance knowledge and designed intent to willfully and
27 intentionally fail to accurately record proper rates of pay, hours worked, net wages, and
28 deductions.

1 23. **Common Question of Law and Fact:** There are predominant common questions
2 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
3 concerning Defendant's policy and practice of: (a) failing to provide accurate itemized wage
4 statements in violation of Labor Code § 226(a); (b) failing to pay employees wages for all hours
5 worked, including minimum and overtime wages, for time spent undergoing security checks after
6 they were clocked-out in violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1;
7 (c) violating Labor Code §§ 201-203 by failing to pay all wages owed and due to employees
8 within the time requirements set forth in these statutes; and (d) engaging in unfair business
9 practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the
10 UCL.

11 24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
12 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
13 as the Class members. As with all other non-exempt employees in the State of California who
14 worked for Defendants, Plaintiff was required to undergo security checks after she clocked-out,
15 *i.e.*, being required to clock-out and undergo the security check after Plaintiff's shift ended.
16 Although Plaintiff was required to stay at work to undergo these checks, Plaintiff was not paid
17 any wages, including applicable minimum and/or overtime wages, for these security checks.
18 Although it is well-settled that Defendants should have paid applicable wages for time spent in
19 these security checks, Defendants failed to do so. Given that Defendants willfully failed to pay
20 Plaintiff and Class Members all wages owed, Defendants are liable for waiting time-penalties
21 pursuant to Labor Code §§ 201-203, including with respect to Plaintiff. Therefore, Plaintiff is a
22 member of the Class and have suffered the alleged violations of California Labor Code §§ 201-
23 204, 226, 510, 558, 1194, 1197, 1197.1, and the UCL.

24 25. The California Labor Code and upon which Plaintiff bases these claims are
25 broadly remedial in nature. These laws and labor standards serve an important public interest in
26 establishing minimum working conditions and standards in California. These laws and labor
27 standards protect the average working employee from exploitation by employers who may seek
28 to take advantage of superior economic and bargaining power in setting onerous terms and

1 conditions of employment.

2 26. The nature of this action and the format of laws available to Plaintiff and
3 members of the Class identified herein make the class action format a particularly efficient and
4 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
5 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
6 advantage since it would be able to exploit and overwhelm the limited resources of each
7 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
8 member to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current
10 employer for real and justifiable fear of retaliation and permanent damage to their careers at
11 subsequent employment.

12 27. The prosecution of separate actions by the individual class members, even if
13 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
14 to individual Class members against the Defendants and which would establish potentially
15 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
16 individual Class members which would, as a practical matter, be dispositive of the interest of the
17 other Class members not parties to the adjudications or which would substantially impair or
18 impede the ability of the Class members to protect their interests. Further, the claims of the
19 individual members of the Class are not sufficiently large to warrant vigorous individual
20 prosecution considering all of the concomitant costs and expenses.

21 28. Such a pattern, practice and uniform administration of corporate policy regarding
22 illegal employee compensation described herein is unlawful and creates an entitlement to
23 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid minimum
24 wages, overtime wages, applicable penalties, reasonable attorneys' fees, and costs of suit
25 according to the mandate of California Labor Code §§ 201-204, 218.5, 226, 510, 558, 1194,
26 1197, 1197.1, and Code of Civil Procedure § 1021.5.

27 29. Proof of a common business practice or factual pattern, which the named Plaintiff
28 experienced and is representative of, will establish the right of each of the members of the

1 Plaintiff Class to recovery on the causes of action alleged herein.

2 30. The Plaintiff Class is commonly entitled to a specific fund with respect to the
3 compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly
4 entitled to restitution of those funds being improperly withheld by Defendants. This action is
5 brought for the benefit of the entire class and will result in the creation of a common fund.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES**

8 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

9 31. Plaintiff re-alleges and incorporates by reference the paragraphs above as though
10 fully set forth herein.

11 32. This cause of action is brought pursuant to Labor Code §§ 201-204, 510, 558,
12 1194, 1197, and 1197.1 which require an employer to pay employees wages for all hours
13 worked, including minimum and overtime wages.

14 33. As a pattern and practice, Defendants suffered and permitted employees to work
15 without payment of wages for all hours worked in a workday and workweek. Specifically,
16 Defendants failed to pay for time spent by employees undergoing security checks after they had
17 already clocked-out at the end of their shifts. Defendants had a uniform corporate pattern and
18 practice and procedure regarding the above practices in violation of Labor Code §§ 201-204,
19 510, 558, 1194, 1197, and 1197.1.

20 34. Plaintiff is informed and believes and based thereon alleges that Defendants'
21 willful failure to provide Plaintiff and Class Members the wages due and owing them upon
22 separation from employment results in a continued payment of wages up to thirty (30) days from
23 the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
24 employment are entitled to compensation pursuant to Labor Code § 203.

25 35. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
28 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according

1 to the mandate of California Labor Code §§ 218.5, 1194, 1197, and 1197.1.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226(a)**

4 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

5 36. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
6 fully set forth herein.

7 37. Defendants failed in their affirmative obligation to provide accurate itemized
8 wage statements. Defendants, as a matter of policy and practice, did not provide accurate
9 records in violation of Labor Code § 226 by failing as a matter of policy and practice to provide
10 accurate payroll records for Plaintiff and the Class.

11 38. Plaintiff and the Class were paid hourly. As such, the wage statements should
12 have reflected the applicable rates of pay and hours worked, total number of hours worked and
13 gross and net wages earned, pursuant to Labor Code § 226(a). The wage statements provided to
14 Plaintiff and the Class failed to identify such information, including without limitation, all wages
15 owed and hours worked as a result of the practices described above.

16 39. Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
18 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
19 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
20 California Labor Code § 226.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

23 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

24 40. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
25 fully set forth herein.

26 41. Defendants, and each of them, have engaged and continue to engage in unfair and
27 unlawful business practices in California by practicing, employing and utilizing the employment
28 practices outlined above, include, to wit, by failing to pay employees wages for all hours worked,

1 including minimum and overtime wages, for time spent undergoing security checks after they
2 were clocked-out in violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1.
3 Defendants also failed to pay all employees due and owing them upon separation from
4 employment, in violation of Labor Code §§ 201-203.

5 42. Defendants' utilization of such unfair and unlawful business practices constitutes
6 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

7 43. Plaintiff seeks individually and on behalf of all other members of the Class
8 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
9 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
10 practices complained of herein.

11 44. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
13 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
14 forth herein above thereby depriving Plaintiff and other members of the class the minimum
15 working condition standards and conditions due to them under the California laws as specifically
16 described therein.

17 **FOURTH CAUSE OF ACTION**

18 **VIOLATIONS OF LABOR CODE §§ 2698, *ET SEQ.***

19 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
20 **DEFENDANTS)**

21 45. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
22 fully set forth herein.

23 46. Plaintiff brings this cause of action as a proxy for the State of California and in
24 this capacity, seeks penalties on behalf of all Aggrieved Employees from February 14, 2021,
25 through the present, for Defendant's violations of Labor Code §§ 201-204, 510, 558, 1194, 1197,
26 1197.1, arising from Defendant's failure to pay all minimum, regular, and overtime wages for
27 time spent undergoing security checks. Specifically, Defendant required Aggrieved Employees
28 to undergo daily security checks whenever they left work premises, all without payment of

1 wages. Defendant also failed to issue accurate wage statements in violation of Labor Code §
2 226(a).

3 47. Labor Code §§ 201-203 requires an employer to pay employees all of their wages
4 upon separation of employment; however, Defendant failed to pay Aggrieved Employees all of
5 their wages upon separation of employment.

6 48. On or about February 14, 2022, Plaintiff sent written notice to the California
7 Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code
8 §§ 201-204, 510, 558, 1194, 1197, 1197.1, pursuant to Labor Code section 2698, *et seq.*, the
9 Private Attorney General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s
10 written notice.

11 49. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
12 and all applicable civil penalties for Defendants’ violation of Labor Code §§ 201-204, 510, 558,
13 1194, 1197, 1197.1, for the time period described above, on behalf of himself and other
14 Aggrieved Employees.

15 **PRAYER FOR RELIEF**

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

18 1. For an order appointing Plaintiff as the representative of the classes as described
19 herein;

20 2. For an order appointing Counsel for Plaintiff as class counsel;

21 3. Upon the First Cause of Action, for damages and/or penalties pursuant to statute
22 as set forth in Labor Code §§ 201-204, 1194, 1197, and 1197.1 and for costs and attorneys’ fees;

23 4. Upon the Second Cause of Action, for damages and/or penalties pursuant to
24 California Labor Code §§ 226, and for costs and attorneys’ fees;

25 5. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly
26 effected members of the general public of all funds unlawfully acquired by Defendants by means
27 of any acts or practices declared by this Court to be in violation of Business and Professions
28 Code § 17200, *et seq.*;

1 6. Upon the Fourth Cause of Action, for civil penalties according to proof pursuant
2 to Labor Code § 2698, et seq., Labor Code § 226.3, and for costs and attorneys' fees;

3 7. On all causes of action for attorneys' fees and costs as provided by California
4 Labor Code §§ 218.5, 226, 510, 558, 1194, 1197, and Code of Civil Procedure § 1021.5; and

5 8. For such other and further relief the Court may deem just and proper.
6

7 DATED: May 10, 2022

DIVERSITY LAW GROUP, P.C.

8
9 By: _____



Larry W. Lee
Max W. Gavron
Mai Tulyathan

Attorneys for Plaintiff and the Class
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA

ss.

5 COUNTY OF LOS ANGELES

6
7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
Los Angeles, California 90071.

9 On June 10, 2022, I served the following document(s) described as: **FIRST AMENDED**
10 **CLASS ACTION COMPLAINT** on the interested parties in this action as follows:

11 Samantha Hardy, Esq.	<i>r</i>	<i>r</i>	<i>d</i>	<i>r</i>
12 Daniel De La Cruz, Esq.		.		
13 Carina Novell, Esq.				
14 Sheppard Mullin	SHardy	sheppardmullin.com		
501 West Broadway, 19th Floor	DDeLaCruz	sheppardmullin.com		
San Diego, CA 92101	CNovell	sheppardmullin.com		
	MTofflemire	sheppardmullin.com		
	APatrick	sheppardmullin.com		

17
18 _____ BY ELECTRONIC SERVICE: Based on a court order I caused the above-
19 entitled document(s) to be served through the ACE Attorney Service E-Filing System at the
20 website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for
21 the above-entitled case. The service transmission was reported as complete and a copy of the
filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

22 I declare under penalty of perjury under the laws of the State of California that the above
23 is true and correct. Executed on June 10, 2022, at Los Angeles, California.

24 
25 _____
Erika Mejia