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17 as an individual on behalf of himself and on behalf of all others similarly
18 situated

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SAN FRANCISCO**

21 EVAN REED, as an individual on behalf
22 of himself and on behalf of all others
23 similarly situated and Aggrieved
24 Employees; CHRISTINE SOUCI,
25 individually and on behalf of all other
26 Aggrieved Employees;

27 Plaintiff,

28 v.

WILLIAMS-SONOMA STORES, INC., a
California Corporation; WILLIAMS-
SONOMA, INC., a Delaware Corporation
and DOES 1-100, inclusive,

Defendants.

Case No.: CGC-22-598118

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
3. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
4. **Failure to Furnish Accurate Itemized Wage Statements**
5. **Failure to Reimburse Business Expenses and**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Unfair Competition and**
8. **Violation of Private Attorneys General Act (PAGA) of 2004**

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
10/21/2022
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

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individually and on behalf of all other Aggrieved Employees
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1 Plaintiff, EVAN REED (“PLAINTIFF REED”), as an individual, on behalf of himself and
2 all other similarly situated Class Members (defined below), the State of California, and on behalf of
3 Aggrieved Employees (defined below) and Plaintiff, CHRISTINE SOUCI (“PLAINTIFF SOUCI”)
4 and individual, on behalf of herself, the State of California, and on behalf of Aggrieved Employees
5 (defined below) (collectively referred to herein as “PLAINTIFFS”), hereby file this Complaint
6 against Defendants WILLIAMS-SONOMA STORES, INC., a California Corporation;
7 WILLIAMS-SONOMA, INC., a Delaware Corporation; and DOES 1-100, inclusive (collectively
8 referred to as “DEFENDANTS”). PLAINTIFFS are informed and believe and thereon allege as
9 follows:

10 **JURISDICTION AND VENUE**

11 1. This court possesses original subject matter jurisdiction over this matter. Venue is
12 proper in the County of San Francisco, California, pursuant to California Code of Civil Procedure
13 section 395.5 because DEFENDANTS maintain a principal office in San Francisco, California, and
14 DEFENDANTS transact business within this judicial district. *See also Crestwood Behavioral*
15 *Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in
16 any county where the defendants committed Labor Code violations against some of its employees).

17 **THE PARTIES**

18 2. Defendant WILLIAMS-SONOMA STORES, INC., is a California Corporation that,
19 at all relevant times, was authorized to do business within the State of California and is doing
20 business in the State of California.

21 3. Defendant WILLIAMS-SONOMA, INC., is a Delaware Corporation that, at all
22 relevant times, was authorized to do business within the State of California and is doing business in
23 the State of California.

24 4. Defendants WILLIAMS-SONOMA STORES, INC., and WILLIAMS-SONOMA,
25 INC., are a retail company headquartered in San Francisco that sells kitchen and home furnishings
26 through retail stores located throughout the United States and other countries.

27 5. PLAINTIFF REED is, and at all relevant times, was an individual domiciled in the
28 State of California and a citizen of the State of California who worked as a non-exempt employee

1 for DEFENDANTS in the State of California.

2 6. PLAINTIFF REED was employed by WILLIAMS-SONOMA STORES, INC. and
3 worked as a stock associate at the retail location in San Luis Obispo from in or around December
4 2020 through in or around May 2021.

5 7. PLAINTIFF SOUCI is an individual who resides in California and was employed by
6 WILLIAMS-SONOMA STORES, INC. from on or about October 31, 2017, until on or about
7 September 10, 2021.

8 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
9 through 100, inclusive, are currently unknown to PLAINTIFFS, who therefore sues each such
10 Defendant by said fictitious names. Each of the DEFENDANTS designated herein as a DOE is
11 legally responsible for the unlawful acts alleged herein. PLAINTIFFS will seek leave of Court to
12 amend this Complaint to reflect the true names and capacities of the Doe Defendants when such
13 identities become known.

14 9. PLAINTIFFS are further informed and believe that, at all relevant times, each
15 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
16 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
17 predecessor in interest of some or all of the other DEFENDANTS, and was engaged with some or
18 all of the other defendants in a joint enterprise for profit, and bore such other relationships to some
19 or all of the other DEFENDANTS so as to be liable for their conduct with respect to the matters
20 alleged in this complaint. PLAINTIFFS are further informed and believe and thereon allege that
21 each Defendant acted pursuant to and within the scope of the relationships alleged above, and that
22 at all relevant times, each Defendant knew or should have known about, authorized, ratified,
23 adopted, approved, controlled, aided and abetted the conduct of all other DEFENDANTS.

24 **JOINT LIABILITY**

25 10. Under California law, the definition of the term “to employ” is broadly construed
26 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
27 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
28 to engage, thereby creating a common law employment relationship. See *Martinez v. Combs*, 49

1 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
2 was to reach situations in which multiple entities control different aspects of the employment
3 relationship. Supervision of the work, in the specific sense of exercising control over how services
4 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
5 wage order. *Id.* at 76. A joint employer relationship exists when one entity (such as a temporary
6 employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*

7 11. During PLAINTIFFS employment by DEFENDANTS, PLAINTIFFS and the Class
8 Members (defined below) and the Aggrieved Employees (defined below) were jointly employed by
9 DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to employ”
10 adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
11 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFFS,
12 Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFFS, Class Members
13 and Aggrieved Employees to work for them; and, (3) engaged PLAINTIFFS, Class Members and
14 Aggrieved Employees to work for them.

15 12. PLAINTIFFS are informed and believe, and thereon allege that at all relevant times
16 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
17 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices and
18 subjected all of the Class Members and Aggrieved Employees to these same policies and practices.

19 13. PLAINTIFFS are informed and believe, and thereon allege that at all times relevant
20 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFFS, Class Members and
21 the Aggrieved Employees upon whose behalf PLAINTIFFS bring these allegations and causes of
22 action, in that DEFENDANTS, exercised sufficient control over their wages, hours and working
23 conditions, and/or suffered or permitted them to work so as to be considered their joint employers.
24 Specifically, upon information and belief, PLAINTIFFS allege that DEFENDANTS created a
25 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
26 time-keeping practices, meal and rest periods, and other working conditions that were distributed
27 to, and/or applied to PLAINTIFFS, Class Members and Aggrieved Employees, and further that
28 DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFFS, Class Members

1 and Aggrieved Employees in a uniform manner. Based on information and belief, DEFENDANTS
2 collectively represented to PLAINTIFFS, Class Members and Aggrieved Employees that each was
3 an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right
4 to terminate their employment with or without cause. Upon information and belief, DEFENDANTS
5 further collectively represented to PLAINTIFFS, Class Members and Aggrieved Employees in
6 writing the details of their compensation, and the manner in which they were to take meal and rest
7 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
8 and the policies applicable to PLAINTIFFS, Class Members and Aggrieved Employees by which
9 DEFENDANTS collectively would evaluate their wage rates.

10 14. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
11 and working conditions of PLAINTIFFS, Class Members and Aggrieved Employees. As such,
12 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFFS', Class
13 Members', and Aggrieved Employees' employment, including the instrumentality that resulted in
14 the illegal conduct for which PLAINTIFFS seek relief in this Complaint.

15 15. PLAINTIFFS are informed and believe that DEFENDANTS exercised the same
16 control over, applied the same policies and practices, and engaged in the same acts and omissions
17 with regard to the other Class Members and Aggrieved Employees.

18 CIVIL PENALTIES

19 16. California Labor Code section 558(a) provides that any employer, including
20 individuals acting on behalf of employers, that violates, or causes to be violated, a section of the
21 Labor Code or any applicable Wage Orders are subject to the following penalties;

- 22 • \$50 for any initial violation for each underpaid employee for each pay period for which
23 the employee was underpaid in addition to an amount sufficient to recover unpaid
24 wages;
- 25 • \$100 for each subsequent violation for each underpaid employee for each pay period
26 for which the employee was underpaid in addition to an amount to recover unpaid
27 wages;

28 17. DEFENDANTS violated PLAINTIFF SOUCI's and other AGGRIEVED

1 EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as
2 described throughout this Complaint.

3 **CLASS ALLEGATIONS**

4 18. PLAINTIFF REED brings this action on behalf of himself, and all others similarly
5 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
6 REED seeks to represent is defined as follows and referred to collectively as the "Class" or "Class
7 Members": "All current and former non-exempt employees that worked directly or via a staffing
8 agency for DEFENDANTS in California at any time within the four years prior to the filing of the
9 initial Complaint." The Class Members worked for DEFENDANTS or for any one of the
10 DEFENDANTS as non-exempt employees.

11 a. **Numerosity.** While the exact number of Class Members is unknown to
12 PLAINTIFF REED at this time, the Class is so numerous that the individual
13 joinder of all members is impractical under the circumstances of this case.
14 PLAINTIFF REED is informed and believes the Class consists of at least 100
15 individuals.

16 b. **Common Questions of Law and Fact.** This lawsuit is suitable for class
17 treatment because common questions of law and fact predominate over
18 individual issues. Common questions include, but are not limited to, the
19 following: (1) whether DEFENDANTS understated hours worked and failed to
20 pay all amounts due to PLAINTIFF REED and the Class Members for wages
21 earned, including minimum wages, under California law, as a result of
22 DEFENDANTS' automatic deduction policy, mandated off-the-clock, payment
23 of wages based on scheduled hours instead of actual hours worked, and unlawful
24 meal period policies and practices; (2) whether DEFENDANTS provided
25 PLAINTIFF REED and the Class Members with all meal periods or premium
26 payments in lieu thereof in compliance with California law; (3) whether
27 DEFENDANTS provided PLAINTIFF REED and the Class Members with all
28 rest periods or premium payments in lieu thereof, in compliance with California

1 law; (4) whether DEFENDANTS provided PLAINTIFF REED and the Class
2 Members with accurate, itemized wage statements in compliance with
3 California law, displaying, including but not limited to, all hours worked and the
4 correct name and address of the legal entity that is the employer; (5) whether
5 DEFENDANTS failed to reimburse PLAINTIFF REED and the Class Members
6 for all business expenses; (6) whether DEFENDANTS failed to timely pay all
7 wages owed upon separation of employment; and (7) whether DEFENDANTS
8 violated California Business and Professions Code sections 17200, *et seq.*

- 9 c. **Ascertainable Class.** The proposed Class is ascertainable as its members can
10 be identified and located using information in DEFENDANTS' business,
11 payroll and personnel records.
- 12 d. **Typicality.** PLAINTIFF REED's claims are typical of the claims of the Class
13 Members. PLAINTIFF REED suffered a similar injury as the other Class
14 Members as a result of DEFENDANTS' common practices regarding, *inter-*
15 *alia*, failure to calculate and pay all owed minimum wages, failure to provide
16 proper meal and rest periods or premium compensation in lieu thereof, failure
17 to provide accurate wage statements, failure to reimburse business expenses and
18 failure to timely pay wages upon separation of employment.
- 19 e. **Adequacy.** PLAINTIFF REED will fairly and adequately protect the interests
20 of the Class Members. PLAINTIFF REED has no interests adverse to the
21 interests of the other Class Members. Counsel who represent PLAINTIFF
22 REED are competent and experienced in litigating similar class action cases and
23 are California lawyers in good standing. Counsel for PLAINTIFF REED have
24 the experience and resources to vigorously prosecute this case.
- 25 f. **Superiority.** A class action is superior to other available means for the fair and
26 efficient adjudication of this controversy since individual joinder of all members
27 of the Class is impractical. Class action treatment will permit a large number of
28 similarly situated persons to prosecute their common claims in a single forum

1 simultaneously, efficiently, and without the unnecessary duplication of effort
2 and expense that numerous individual actions would engender. Furthermore, as
3 the damages suffered by each individual Class Member may be relatively small,
4 the expenses and burden of individual litigation would make it difficult or
5 impossible for individual members of the Class to redress the wrongs done to
6 them, while an important public interest will be served by addressing the matter
7 as a class action. The cost to the court system of adjudication of such
8 individualized litigation would be substantial. Individualized litigation would
9 also present the potential for inconsistent or contradictory judgments. Finally,
10 the alternative of filing a claim with the California Labor Commissioner is not
11 superior, given the lack of discovery in such proceedings, the fact that there are
12 fewer available remedies, and the losing party has the right to a trial de novo in
13 the Superior Court.

14 **FACTUAL ALLEGATIONS**

15 19. During the four-year period preceding filing of this complaint, PLAINTIFF REED,
16 and each of the Class Members, were employed by DEFENDANTS in the State of California as
17 non-exempt employees. During the PAGA Period (defined below) PLAINTIFFS and the Aggrieved
18 Employees (defined below) were employed by DEFENDANTS in the State of California as non-
19 exempt employees. At all times referenced herein, DEFENDANTS exercised control over
20 PLAINTIFFS, Class Members and Aggrieved Employees and suffered and/or permitted them to
21 work.

22 20. PLAINTIFF REED was employed by one or more DEFENDANTS as a non-exempt
23 employee during the relevant time period. PLAINTIFF REED worked as a stock associate at
24 DEFENDANTS' Williams-Sonoma retail location in San Luis Obispo from in or around December
25 2020 through in or around May 2021.

26 21. PLAINTIFF REED was typically scheduled to work shifts that lasted over five (5)
27 hours per day, five (5) days per week.

28 22. PLAINTIFF SOUCI was employed by one or more DEFENDANTS from on or

1 about October 31, 2017 through on or about September 10, 2021 as a Design Specialist.

2 23. **Meal Periods.** PLAINTIFFS, Class Members and Aggrieved Employees regularly
3 worked shifts of five and one half (5 ½) hours or more and were entitled to at least one thirty-minute
4 uninterrupted meal period. However, PLAINTIFFS, Class Members and Aggrieved Employees did
5 not receive a timely thirty-minute meal period or were required to work through purported meal
6 periods. PLAINTIFFS, Class Members and Aggrieved Employees were not adequately informed,
7 authorized, instructed about, nor permitted an opportunity to take lawful meal periods per California
8 law. PLAINTIFFS, Class Members and Aggrieved Employees were consistently unable to take
9 timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal
10 periods (i.e. after the fifth hour of work), interrupted meal periods, and/or work through part or all
11 their meal periods due to the nature and constraints of their job duties, unreasonably high workload
12 and expectations, understaffing, and/or commentary from supervisors pressuring them to take non-
13 compliant meal breaks or skip meal breaks completely. For example, PLAINTIFF REED's
14 scheduled shift regularly started at 10:00 am, but at times was unable to take a timely meal break
15 due to his assigned workload or due to his need to assist customers. Moreover, during the holiday
16 season, PLAINTIFF REED was rarely afforded a timely meal period. Based on information and
17 belief, other Class Members and Aggrieved Employees were also regularly unable to take timely,
18 duty-free meal periods, and/or were interrupted during their meal periods.

19 24. PLAINTIFF REED, Class Members and Aggrieved Employees were deprived of a
20 timely thirty-minute meal period due to in part to DEFENDANTS' faulty time-keeping system.
21 When clocking out for a meal period, PLAINTIFF REED, Class Members and Aggrieved
22 Employees were required to clock out using DEFENDANTS' computerized time-keeping system
23 which was often slow and/or inaccurate. For example, at times, PLAINTIFF REED attempted to
24 clock out for a meal period but had to wait at least five (5) to ten (10) minutes for the system to load
25 or record the clock out time. At other times, the system inaccurately recorded the clock out time
26 under a different employee's time records. PLAINTIFF REED, Class Members and Aggrieved
27 Employees experienced the same issues when clocking back in for a meal period. Because
28 PLAINTIFF REED, Class Members and Aggrieved Employees were required to wait for the time-

1 keeping system to load, they were denied a full thirty (30) minute meal period that was uninterrupted
2 and free of DEFENDANTS' control.

3 25. Based on information and belief, DEFENDANTS also implemented a policy and/or
4 practice of automatically deducting at least thirty minutes per shift for these short, interrupted and/or
5 otherwise unlawful meal periods, despite having actual and/or constructive knowledge that
6 PLAINTIFF REED, Class Members and Aggrieved Employees did not receive compliant meal
7 periods.

8 26. Based on further information and belief, DEFENDANTS rounded the start and end
9 times of PLAINTIFF REED's, Class Members' and Aggrieved Employees' meal periods resulting
10 in PLAINTIFF REED, Class Members and Aggrieved Employees not being paid for all time worked
11 as well as late or shortened meal periods. Based on further information and belief, DEFENDANTS'
12 time keeping system inaccurately recorded the true start and end times of meal periods, yet
13 DEFENDANTS systematically deducted thirty (30) minutes per shift irrespective of whether a full
14 thirty (30) minute meal period was provided.

15 27. Based on information and belief, PLAINTIFF SOUCI and Aggrieved Employees
16 that worked shifts of more than ten hours did not receive a second legally compliant thirty (30)
17 minute meal period before the end of the tenth hour of work. Based on information and belief,
18 DEFENDANTS only provided a single meal period per shift, regardless of the number of hours
19 worked, and that single meal period was non-compliant.

20 28. PLAINTIFFS are informed and believe, and based thereon allege, that any purported
21 appearance of meal period compliance is because DEFENDANTS systematically and routinely
22 clocked out for and/or otherwise altered the timekeeping records of PLAINTIFFS and other
23 Aggrieved Employees in an attempt to hide the aforementioned infractions. DEFENDANTS,
24 knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for
25 meal periods that were never taken and/or were legally non-compliant, and/or otherwise falsified or
26 altered timekeeping records.

27 29. PLAINTIFFS are further informed and believe and thereon allege that
28 DEFENDANTS had actual and/or constructive knowledge that its time-rounding and auto-

1 deduction policies and practices resulted in the denial of lawful meal periods owed to PLAINTIFFS,
2 Class Members and Aggrieved Employees in violation of California's meal period laws.

3 30. Based on information and belief, DEFENDANTS did not have a lawful written meal
4 break policy, nor did DEFENDANTS have a compliant policy in practice.

5 31. Moreover, DEFENDANTS failed to pay PLAINTIFFS, Class Members and
6 Aggrieved Employees an additional hour of wages at their respective regular rates of pay for each
7 workday a proper meal period was not provided, as required by California law. *Brinker, supra*, 53
8 Cal.4th 1004. As such, DEFENDANTS failed to pay a meal period premium at all for each workday
9 a lawful meal period was not provided, and even if and when a meal premium was paid,
10 DEFENDANTS failed to pay the proper meal period premium for failure to incorporate all non-
11 discretionary remuneration, including but not limited to, non-discretionary bonus pay, shift
12 differential pay, and/or other non-discretionary compensation into the regular rate for purposes of
13 calculating the owed meal period premium at the correct regular rate of compensation.

14 32. For example, during the pay period of 05/03/21 – 05/16/21, PLAINTIFF REED
15 received a meal period premium at his base hourly rate of \$14 per hour. In the same pay period,
16 PLAINTIFF REED also earned a non-discretionary “Wellness Vaccine Incentive” of \$100. This
17 non-discretionary compensation was not factored into the regular rate of pay for purposes of
18 calculating the owed meal period premium. Based on information and belief, DEFENDANTS failed
19 to incorporate all non-discretionary compensation into the regular rate of pay for purposes of paying
20 the owed meal period premiums to Class Members and Aggrieved Employees.

21 33. **Rest periods.** DEFENDANTS did not properly authorize and provide PLAINTIFFS
22 and other Class Members and Aggrieved Employees with lawful rest periods at a rate of every four
23 (4) hours worked or major fraction thereof.

24 34. PLAINTIFFS, Class Members and Aggrieved Employees were not adequately
25 informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per
26 California law.

27 35. Based on information and belief, any purported rest periods were interrupted, cut
28 short, on duty, and/or late due to the nature and constraints of PLAINTIFFS’, Class Members’ and

1 Aggrieved Employees' job duties (including but not limited to the need to assist customers),
2 understaffing, and/or commentary from supervisors pressuring them to skip rest periods completely
3 or otherwise take non-compliant rest periods. For example, on days when PLAINTIFF REED's
4 assigned store was busy, he was not afforded a full ten-minute uninterrupted rest period. Instead,
5 PLAINTIFF REED was allowed to take a rest period of five minutes or less and was later provided
6 a separate rest period of five minutes or less a few hours later. Based on information and belief,
7 DEFENDANTS failed to provide other Class Members and Aggrieved Employees with ten-minute
8 uninterrupted rest periods in compliance with California law.

9 36. Based on information and belief, PLAINTIFFS, Class Members and Aggrieved
10 Employees were pressured to complete their work duties according to a designated schedule such
11 that rest breaks were only taken once jobs were completed/if time permitted.

12 37. Based on information and belief, DEFENDANTS did not have a lawful policy,
13 instruction, or practice as to the taking, timing, or duty-free nature of rest periods.

14 38. Despite not providing lawful rest periods, DEFENDANTS failed to pay
15 PLAINTIFFS, Class Members and Aggrieved Employees with an additional hour of pay at the
16 regular rate of compensation for each missed, or otherwise unlawful rest period.

17 39. **Unpaid Minimum Wages.** DEFENDANTS failed to compensate all hours worked,
18 including all owed minimum and overtime wages. As explained above, PLAINTIFFS, Class
19 Members and Aggrieved Employees were regularly required to perform off-the-clock work by
20 virtue of DEFENDANTS' automatic-deduction policy for meal periods. On information and belief,
21 the work time reported by PLAINTIFFS, Class Members and Aggrieved Employees was rounded
22 and automatically deducted for at least 30 minutes of wages every day they worked for
23 DEFENDANTS for meal periods that were short, not taken, interrupted, or not relieved of all duties
24 and employer control.

25 40. Based on information and belief, DEFENDANTS had and continue to have a
26 continuous policy of paying PLAINTIFFS, Class Members and Aggrieved Employees for scheduled
27 hours, rather than actual hours worked due to DEFENDANTS' mandated off-the-clock work.
28 PLAINTIFFS, Class Members and Aggrieved Employees were required to perform pre-shift and

1 post-shift off-the-clock work. For example, prior to clocking in to work, PLAINTIFF REED, Class
2 Members and Aggrieved Employees were required to undergo pre-shift temperature screenings.
3 PLAINTIFF REED, Class Members and Aggrieved Employees were also required to answer
4 COVID-related screening questions prior to clocking in to work. The temperature screenings and
5 questionnaire took at least a few minutes to complete. This work time was not recorded and was not
6 compensated, depriving PLAINTIFF REED, Class Members and Aggrieved Employees of
7 minimum wages for all hours worked.

8 41. Additionally, when PLAINTIFF REED was scheduled to work the closing shift,
9 PLAINTIFF REED, Class Members and Aggrieved Employees were required to remain on
10 DEFENDANTS' premises for at least 5-10 minutes after clocking out of work due to
11 DEFENDANTS' policy that all closing shift employees leave the store at the same time. For
12 example, once PLAINTIFF REED completed his duties at the end of a shift, he was required to
13 clock out of work, but was not allowed to leave the premises until all other employees completed
14 their duties and clocked out of work to ensure that all employees left DEFENDANTS' store at the
15 same time, depriving PLAINTIFF REED, Class Members and Aggrieved Employees of minimum
16 wages owed for time spent subjected to DEFENDANTS' control and restricted to DEFENDANTS
17 premises.

18 42. Moreover, PLAINTIFF REED, Class Members and Aggrieved Employees were not
19 compensated for time spent waiting for DEFENDANTS' time keeping system to load and/or
20 accurately record punch times. At times, PLAINTIFF REED was required to wait at least 10-15
21 minutes for DEFENDANTS' time keeping system to load prior to clocking in at the beginning of a
22 shift and/or upon clocking back in to work after a meal period. During this time, PLAINTIFF REED
23 was subjected to DEFENDANTS' control, but such time was not recorded and was not
24 compensated. PLAINTIFF REED, Class Members and Aggrieved Employees had the same issue
25 upon clocking out of work to take a meal period and at the end of a shift.

26 43. Based on information and belief, DEFENDANTS failed to pay Aggrieved
27 Employees for time they were required to spend completing orientation, trainings, policy
28 questionnaires, and/or time spent completing the onboarding process including but not limited to

1 reviewing various documents and policies provided by DEFENDANTS. Based on information and
2 belief, this work time was completed off-the-clock and was not compensated.

3 44. DEFENDANTS' time rounding, automatic deduction policies and practices as well
4 as mandated off-the-clock work described herein resulted in a failure to account for all hours worked
5 and deprived PLAINTIFFS, Class Members and Aggrieved Employees of all owed minimum
6 wages.

7 45. Based on information and belief, DEFENDANTS had actual and/or constructive
8 knowledge that its time rounding, auto-deduction policies, failure to provide full 30-minute off-duty
9 meal periods, and other off-the-clock work policies and practices described herein resulted in
10 violations of California's minimum wage laws and other violations described below.

11 46. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
12 provide PLAINTIFFS, Class Members and Aggrieved Employees with accurate wage statements
13 that complied with Labor Code section 226. DEFENDANTS provided wage statements that failed
14 to indicate the total wages earned (including meal and rest period premiums), and total hours worked
15 by PLAINTIFFS, Class Members and Aggrieved Employees (by virtue of the time rounding,
16 automatic deduction for meal periods and other off-the-clock work described herein). Accordingly,
17 DEFENDANTS violated Labor Code § 226 by providing wage statements that were inaccurate and
18 failed to include all of the statutorily required information.

19 47. The statements in question are deficient in many other ways, including, but not
20 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
21 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
22 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
23 properly, failure to list the full legal name and address of the employer, failure to list inclusive dates
24 for which employees are paid, failure to provide employees with the ability to easily access wage
25 statements and get hard copies at no expense to the employee, and/or failure to state all hours worked
26 as a result of off-the-clock work.

27 48. Separately, DEFENDNATS violated Labor Code section 226 because the wage
28 statements issued by DEFENDANTS failed to list the correct name and address of the legal entity

1 that is the employer. For example, PLAINTIFF REED's wage statement dated 06/04/21 lists
2 "Williams-Sonoma Stores, Inc." as the legal entity that is the employer. However, documents in
3 PLAINTIFF REED's personnel file indicate that "Williams-Sonoma, Inc." is the employer. Based
4 on information and belief, DEFENDANTS issued wage statements to Class Members and
5 Aggrieved Employees that also failed to list the correct name and address of the legal entity that is
6 the employer.

7 49. As a result, PLAINTIFFS, Class Members and Aggrieved Employees have suffered
8 injury as they could not easily determine whether they received all wages owed to them and whether
9 they were paid for all hours worked. Moreover, as a result of DEFENDANTS' failure to list the
10 correct legal entity that is the employer, PLAINTIFF REED, Class Members and Aggrieved
11 Employees have suffered injury as there was confusion as to which entity to contact regarding any
12 question(s) they had about wages paid and unpaid.

13 50. **Failure to reimburse Business Expenses.** DEFENDANTS also failed to
14 compensate PLAINTIFFS, Class Members and Aggrieved Employees for business-related expenses
15 incurred in direct consequence of the discharge of their duties or of their obedience to the directions
16 of the employer. PLAINTIFFS, Class Members and Aggrieved Employees were improperly
17 required to provide and maintain work tools that are supposed to be the responsibility of the
18 employer. Based on information and belief, DEFENDANTS shifted its costs of doing business onto
19 PLAINTIFFS, Class Members and Aggrieved Employees by requiring them to pay for business
20 expenses, including but not limited to, use of their personal mobile phone, data plan usage and
21 charges, travel expenses, and parking expenses. For example, PLAINTIFF REED received calls and
22 messages to his personal phone from managers and/or supervisors for work related purposes,
23 including but not limited to, messages related to scheduling and assigned shifts. Moreover,
24 PLAINTIFF REED, Class Members and Aggrieved Employees were required to use their phone
25 during work hours in order to look up merchandise for customers and/or check stock levels on
26 particular products. PLAINTIFFS, Class Members and Aggrieved Employees used their personal
27 phone for work-related purposes on a daily basis.

28 51. PLAINTIFFS, Class Members, and other Aggrieved Employees would not have been

1 able to successfully accomplish their job duties absent incurring these personal expenses.

2 52. DEFENDANTS' failure to provide PLAINTIFFS, Class Members and Aggrieved
3 Employees with full reimbursement for all reasonable expenses associated with carrying out their
4 duties required that PLAINTIFF, Class Members and Aggrieved Employees subsidize and/or carry
5 the burden of business expenses in violation of Labor Code section 2802.

6 53. **Untimely Payment of Final Wages.** DEFENDANTS failed to timely pay
7 PLAINTIFFS, Class Members and Aggrieved Employees all wages that were due and owing upon
8 termination or resignation. Labor Code sections 201 and 202, together require employers to pay all
9 wages immediately upon discharge and/or within 72 hours of an employees' resignation. Upon
10 separation of employment, PLAINTIFFS' and other Class Members' final paychecks were not
11 timely provided. Based on information and belief, DEFENDANTS did not pay PLAINTIFFS' final
12 wages in accordance with the timing requirements set forth in Labor Code sections 201 and 202.
13 Based on further information and belief, DEFENDANTS have a policy and/or practice of providing
14 final wages to Class Members and Aggrieved Employees on the regular pay day without regard to
15 the timing requirements delineated in Labor Code sections 201 and 202. Likewise, DEFENDANTS
16 fail to timely pay all final wages owed to Class Members and Aggrieved Employees that are
17 employed in a temporary or seasonal position.

18 54. Moreover, PLAINTIFFS', Class Members' and Aggrieved Employees' final
19 paychecks, once provided, did not include all wages owed as they were devoid of, including but not
20 limited to, all owed minimum wages and premium wages for unlawful meal and rest breaks, and/or
21 all owed vacation pay. Aggrieved Employees' final wages, once received, also failed to include all
22 owed overtime wages, vacation pay, and all owed sick leave and/or paid time off at the properly
23 accrued rates.

24 55. PLAINTIFFS are informed and believe and alleges thereon that DEFENDANTS
25 engaged in these same herein described unlawful practices with regard to all of the Class Members
26 and Aggrieved Employees (described below), and that DEFENDANTS applied these same herein
27 described unlawful practices to all of its employees that it applied to PLAINTIFFS.

28 **FIRST CAUSE OF ACTION**

1 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2 **(By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

3 56. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

4 57. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
5 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
6 to 40 hours per week or 8 hours per day, at a regular time rate no less than the mandated minimum
7 wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a
8 payroll period is unlawful.

9 58. DEFENDANTS violated California’s minimum wage laws by failing to compensate
10 PLAINTIFF REED and the Class Members for all hours worked by virtue of, among other things,
11 DEFENDANTS’ auto-deduction policy and practice for meal periods, paying for scheduled hours
12 instead of actual hours worked, and off the-clock work.

13 59. DEFENDANTS had and continue to have a continuous policy of failing to pay
14 PLAINTIFF REED and Class Members for all hours worked.

15 60. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF REED and the Class
16 Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon,
17 plus attorney's fees and costs, in an amount to be proved at trial.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
20 **(By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

21 61. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

22 62. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
23 DEFENDANTS were required to provide Class Members with one 30-minute meal break free from
24 all duties and employer control for all shifts longer than 5 hours, and a second 30-minute meal break
25 free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under
26 the following circumstances: (1) if an employee’s total work period in a day is over five (5) hours
27 but no more than six (6) hours, the required meal period may be waived by mutual consent of the
28 employer and employee, and (2) if an employee’s total work period in a day is over ten (10) hours
but no more than twelve (12) hours, the required second meal period may be waived by mutual

1 consent of the employer and employee, but only if the first meal period was not waived. Employers
2 covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one
3 meal period for shifts over five hours (see above), and (2) to record having done so. If the employer
4 fails to properly record a valid meal period, it is presumed no meal period was provided.

5 63. PLAINTIFF REED and the Class Members were regularly unable to take timely, off
6 duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or
7 work through part or all of their meal periods due to the nature and constraints of their job duties
8 (including but not limited to their need to assist customers), and/or commentary from
9 DEFENDANTS pressuring them to take non-compliant breaks or skip breaks completely and/or
10 were otherwise subjected to DEFENDANTS control during part or all of said meal periods,
11 including but not limited to, on days in which PLAINTIFF REED and Class Members were required
12 to remain on DEFENDANTS' premises during part of their meal period while they waited for
13 DEFENDANTS' faulty time keeping system to record the clock out time for a meal period and the
14 clock-in time after the purported meal period.

15 64. Based on information and belief, DEFENDANTS had and continue to have a
16 continuous policy of clocking out PLAINTIFF REED and Class Members for 30 minutes for meal
17 periods not taken and/or interrupted and/or otherwise not relieved of all duties and employer control
18 during said meal periods, rendering the unpaid time compensable under California law.

19 65. Based on information and belief, DEFENDANTS had actual and/or constructive
20 knowledge that PLAINTIFF REED and the Class Members did not receive compliant meal periods.
21 Based on further information and belief, DEFENDANTS rounded the start and end times of
22 employee meal periods resulting in PLAINTIFF REED and the Class Members receiving late or
23 shortened meal periods. PLAINTIFF REED is further informed and believes and thereon alleges
24 that DEFENDANTS had actual or constructive knowledge that its time-rounding and auto-
25 deduction policies and practices resulted in the denial of meal periods owed to PLAINTIFF REED
26 and Class Members, in violation of California's meal period laws.

27 66. Moreover, DEFENDANTS failed to pay PLAINTIFF REED and the Class Members
28 an additional hour of wages at their regular rate(s) of compensation for each workday a proper meal

1 period was not provided. Additionally, when a meal premium was paid, DEFENDANTS failed to
2 include all non-discretionary compensation into the regular rate of compensation for purposes of
3 determining the owed meal premium.

4 67. DEFENDANTS failed to provide PLAINTIFF REED and the Class Members with
5 all required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
6 section 226.7, PLAINTIFF REED and the Class Members are entitled to one additional hour's pay
7 at the employee's regular rate of compensation for each day a meal period was missed, late or
8 interrupted, all in an amount to be proved at trial.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
11 **(By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

12 68. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

13 69. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
14 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
15 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
16 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
17 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
18 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
19 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
20 1029). The rest period requirement obligates employers to permit and authorize employees to take
21 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
22 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
23 257. If the employer fails to provide any required rest period, the employer must pay the employee
24 one hour of pay at the employee's regular rate of compensation for each workday the employer did
25 not provide at least one legally required rest period, pursuant to Labor Code section 226.7.

26 70. PLAINTIFF REED and the Class Members did not receive compliant, timely 10-
27 minute rest periods every four (4) hours worked or major fraction thereof. Any purported rest
28 periods were interrupted, cut short, and/or late due to the nature and constraints of their job duties,
and/or commentary from DEFENDANTS pressuring them to skip breaks completely/take short or

1 otherwise non-compliant rest periods. Based on information and belief, PLAINTIFF REED and the
2 Class Members were pressured to complete their work and/or assist customers such that rest periods
3 were only taken once tasks were completed/as time permitted.

4 71. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
5 period premium to PLAINTIFF REED and other Class Members for each workday in which there
6 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
7 rest premium was paid, DEFENDANTS failed to include all non-discretionary compensation into
8 the regular rate of compensation for purposes of determining the owed rest premium.

9 72. DEFENDANTS are therefore liable to PLAINTIFF REED and the Class Members
10 for one hour of additional pay at the regular rate of compensation for each workday that a required
11 rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable
12 Wage Order, plus pre-judgment interest.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

15 73. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

16 74. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF REED and
17 the Class Members were entitled to receive, semimonthly or at the time of each payment of wages,
18 an itemized wage statement accurately stating the following:

19 (1) gross wages earned, (2) total hours worked by the employee,
20 except for any employee whose compensation is solely based on a
21 salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial
23 Welfare Commission, (3) the number of piece-rate units earned and
24 any applicable piece rate if the employee is paid on a piece-rate basis,
25 (4) all deductions, provided that all deductions made on written orders
26 of the employee may be aggregated and shown as one item, (5) net
27 wages earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and his or her social
security number, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (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.

75. During the relevant time period, DEFENDANTS intentionally failed to provide

1 PLAINTIFF REED and the Class Members with complete and accurate wage statements in
2 compliance with Labor Code § 226, because they do not accurately reflect the total number of hours
3 worked.

4 76. Notably, due to DEFENDANTS' unlawful policies of automatically deducting meal
5 periods, rounding time entries, and uncompensated off-the-clock work, wage statements provided
6 by DEFENDANTS fail to reflect the true total hours PLAINTIFF REED and the Class Members
7 worked, a requirement of Labor Code § 226.

8 77. Moreover, as DEFENDANTS failed to provide lawful meal and rest periods to
9 PLAINTIFF REED and Class Members, the wage statements issued by DEFENDANTS failed to
10 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
11 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
12 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
13 during the pay period and the corresponding number of hours worked at each hourly rate by the
14 employee in violation of Labor Code section 226(a)(9).

15 78. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF REED
16 and the Class Members with proper, itemized wage statements as the wage statements provided by
17 DEFENDANTS did not accurately reflect the total hours worked per pay period due to
18 DEFENDANTS' automatic deduction policy and/or practice for unlawful meal periods and off-the-
19 clock work policies and practices.

20 79. Separately, DEFENDANTS failed to provide Class Members with wage statements
21 that listed the correct name and address of the legal entity that is the employer.

22 80. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF REED and the Class
23 Members have suffered injury. The absence of accurate information on their wage statements has
24 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
25 mathematical computations to determine the amount of wages owed, and will cause difficulty and
26 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
27 submission of inaccurate information about wages and amounts deducted from wages to state and
28 federal government agencies. As a result, PLAINTIFF REED and the Class Members are required

1 to participate in this lawsuit and create more difficulty and expense for PLAINTIFF REED and the
2 Class Members from having to reconstruct time and pay records than if DEFENDANT had complied
3 with its legal obligations.

4 81. Pursuant to California Labor Code section 226(e), PLAINTIFF REED and the Class
5 Members are entitled to recover fifty dollars per employee for the initial pay period in which a
6 Section 226 violation occurred and one hundred dollars per employee per violation for each
7 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

8 82. Pursuant to California Labor Code § 226(h), PLAINTIFF REED and the Class
9 Members are entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance
10 with California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS
11 continue to provide currently employed Class Members with inaccurate wage statements in violation
12 of California Labor Code § 226(a). Currently employed Class Members have no adequate legal
13 remedy for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing
14 unlawful conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS'
15 compliance with California Labor Code § 226(a).

16 83. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF REED and the
17 Class Members are entitled to recover the full amount of penalties due under Section 226(e),
18 reasonable attorneys' fees, and costs of suit.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Reimburse Business Expenses**

21 **(By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

22 84. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

23 85. Pursuant to California Labor Code section 2802, PLAINTIFF REED and the Class
24 Members were entitled to be reimbursed for all reasonable expenses associated with carrying out
25 orders and/or carrying out the duties assigned by DEFENDANTS.

26 86. PLAINTIFF REED and the Class Members were improperly required to pay for
27 business expenses that are legally the responsibility of the employer, including but not limited to,
28 cell phone/data plan usage and charges.

87. DEFENDANTS' failure to provide PLAINTIFF REED and the Class Members with

1 full reimbursement for all reasonable expenses associated with carrying out their duties required
2 that PLAINTIFF REED and the Class Members subsidize and/or carry the burden of business
3 expenses in violation of Labor Code section 2802.

4 88. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF REED and the Class
5 Members have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

7 89. Pursuant to California Labor Code section 2802, PLAINTIFF REED and the Class
8 Members are entitled to recover the full amount of reimbursable expenses due, in addition to
9 reasonable attorneys' fees, and costs of suit.

10 **SIXTH CAUSE OF ACTION**

11 **Failure to Timely Pay All Wages Due Upon Separation of Employment (By PLAINTIFF REED and Class Members Against All DEFENDANTS)**

12 90. PLAINTIFFS incorporate all preceding paragraphs as if fully set forth herein.

13 91. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
14 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately."

16 92. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
17 employee not having a written contract for a definite period quits his or her employment, his or her
18 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
19 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
20 to his or her wages at the time of quitting."

21 93. Based in information and belief, DEFENDANTS failed to timely pay PLAINTIFF
22 REED and the Class Members all wages that were due and owing upon termination or resignation,
23 as described herein. Upon separation of employment, PLAINTIFF REED and the Class Members'
24 final paychecks were not timely provided, and PLAINTIFF REED and the Class Members' final
25 paychecks, once provided, did not include all remuneration owed as it was devoid of, including but
26 not limited to, all owed minimum wages, premium wages and vacation pay. Under Labor Code
27 section 203, PLAINTIFF REED and the Class Members who no longer are employed with
28 DEFENDANTS are entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's

1 fees and costs, in an amount to be proved at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **Unfair Competition**

4 **(By PLAINTIFF REED and Class Members Against All Defendants)**

5 94. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

6 95. The unlawful conduct of DEFENDANTS alleged herein constitutes unfair
7 competition within the meaning of California Business and Professions Code section 17200. This
8 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
9 DEFENDANTS' failure to pay minimum wages by virtue of its illegal policies and practices;
10 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
11 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
12 wage statements; DEFENDANTS' failure to reimburse business expenses; and DEFENDANTS'
13 failure to timely pay wages upon separation of employment.

14 96. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
15 California Labor Code, DEFENDANTS have gained a competitive advantage over other
16 comparable companies doing business in the State of California that comply with their obligations
17 to authorize or permit rest and meal periods or pay proper meal and rest period premiums in lieu
18 thereof, to provide complete and accurate itemized wage statements, to reimburse employees for all
19 business expenses, to pay all owed minimum wages, and to timely pay all wages due during and
20 upon separation of employment of their employees.

21 97. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
22 REED and the Class Members have suffered injury in fact and lost money or property, as described
23 in more detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
24 PLAINTIFF REED and Class Members are entitled to restitution of all wages and other monies
25 rightfully belonging to them that DEFENDANTS failed to pay and wrongfully retained by means
26 of their unlawful and unfair business practices.

27 98. PLAINTIFF REED also seeks an injunction against DEFENDANTS on behalf of the
28 Class Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
engaging in each of the unlawful practices and policies set forth herein.

EIGHTH CAUSE OF ACTION
Violation of the Private Attorneys General Act of 2004
(By PLAINTIFFS, Aggrieved Employees, and the State of California Against All DEFENDANTS)

99. PLAINTIFFS incorporate all preceding paragraphs as if full alleged herein.

100. PLAINTIFF REED and PLAINTIFF SOUCI bring this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

All current and former non-exempt employees that worked either directly or via a staffing agency for DEFENDANTS in California at any time from one year and sixty-five days prior to the filing of the initial complaint through the present ("PAGA Period").

101. PLAINTIFFS are each an "aggrieved employee," as that term is defined under Labor Code section 2699(c), as each was employed by one or more of the DEFENDANTS during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, PLAINTIFFS seek to recover on behalf of themselves, the State of California, and all other Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFFS have standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as they were jointly employed by two DEFENDANTS and are thereby affected by one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* At 760-761

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

102. On February 17, 2022, PLAINTIFF SOUCI, through her counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA")

1 informing it that DEFENDANTS failed to comply with California's labor laws with regard to
2 allegations alleged herein ("SOUCI PAGA Letter").

3 103. On March 9, 2022, PLAINTIFF REED, through his counsel, gave written notice by
4 online filing with the LWDA informing it that DEFENDANTS failed to comply with California's
5 labor laws with regard to the allegations alleged in this Complaint ("REED PAGA Letter").

6 104. The SOUCI PAGA Letter and REED PAGA Letter outlined PLAINTIFFS' claims
7 for violations of the California Labor Code and the applicable wage orders on behalf of themselves,
8 the State of California and other Aggrieved Employees. The SOUCI PAGA Letter and REED PAGA
9 Letter were also sent to DEFENDANTS via certified mail.

10 105. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
11 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
12 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
13 Accordingly, PLAINTIFFS have exhausted the administrative remedies as required by Labor Code
14 section 2699.3. Consequently, PLAINTIFFS' right to file the instant lawsuit has duly accrued.

15 106. PLAINTIFFS seek to recover the PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
17 Cal.4th 969. Therefore, class certification of the PAGA cause of action is not required.

18 107. From one year prior to PLAINTIFFS' filing of the required PAGA notice with the
19 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated the California
20 Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 233, 234, 245-248.5, 432.5, 432.7,
21 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all relevant
22 sections of the applicable Wage Orders, as to PLAINTIFFS and Aggrieved Employees. These
23 violations subject DEFENDANTS to civil penalties as set forth in the foregoing statutes as well
24 as other provisions of the Labor Code, including without limitation, Labor Code sections 203,
25 210, 225.5, 226, 226.3, 256, 558, 558.1, 1174.5, 1197.1 and 2699.

26 108. As set forth above, DEFENDANTS have committed numerous violations of the
27 California Labor Code due to including but not limited to their failure to pay all owed minimum
28 wages, failure to provide lawful meal and rest periods or compensation in lieu thereof, failure to

1 provide accurate wage statements, failure to reimburse business expenses, and failure to pay all
2 wages owed upon separation of employment as alleged above. PAGA penalties are in addition to
3 any other relief available under the Labor Code.

4 109. Additionally, DEFENDANTS have violated the following Labor Code sections and
5 provisions of the applicable Wage Order as to PLAINTIFFS and Aggrieved Employees.

6 110. **Record Keeping Violations.** California Labor Code § 1174 requires employers to
7 keep “accurate and complete” payroll records showing, among other things, the hours worked daily
8 by all non-exempt employees. All applicable Wage Orders § 7 similarly requires employers to keep
9 time records reflecting the times during which all owed meal periods were provided each day.

10 111. Due to DEFENDANTS’ automatic meal break deductions, failure to relieve
11 employees of all duties and employer control during meal periods, time rounding, and other off-the-
12 clock work policies and practices described above, DEFENDANTS failed, and continue to fail, to
13 keep accurate and complete records as required by law, including but not limited to the following
14 records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS
15 and other Aggrieved Employees began and ended each work period, time records of meal periods,
16 shift start times and end times, and accurate itemized wage statements.

17 112. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
18 PLAINTIFFS and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
19 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
20 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
21 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
22 period during which the referenced statutes and Wage Order provisions were violated.¹

23 113. **Failure to Produce Employment Records:** California Labor Code Section
24 226 provides, “An employer who receives a written or oral request to inspect or copy records

25 ¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Labor
26 Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the
27 employee was underpaid”); All applicable wage orders, § 20 (establishing that “in addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid”) (emphasis added).

1 pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and
2 wages paid]...shall comply with the request as soon as practicable, but no later than 21 calendar
3 days from the date of the request.”

4 114. California Labor Code Section 432 provides, “If an employee signs any instrument
5 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
6 request.”

7 115. California Labor Code Section 1198.5 provides that every employee shall be
8 permitted to inspect and obtain a copy of their personnel records upon request.

9 116. In accordance with the process set out in Labor Code Section 226, PLAINTIFF
10 SOUCI requested, in writing by letter via certified first-class mail to DEFENDANTS and regular
11 first-class mail to DEFENDANTS, that DEFENDANTS provide PLAINTIFF SOUCI with wage
12 and payroll history, all documents signed by PLAINTIFF SOUCI pursuant to Labor Code Section
13 432, and a copy of PLAINTIFF SOUCI’s personnel records pursuant to Labor Code Section 1198.5.

14 117. The time periods provided to DEFENDANTS by Labor Code Sections 226, 432,
15 1198.5 and any other relevant statutes have elapsed since DEFENDANTS received PLAINTIFF
16 SOUCI’s correspondence requesting documents pursuant to Labor Code Sections 226, 432, and
17 1198.5, and a copy of PLAINTIFF SOUCI’s personnel records pursuant to Labor Code Section
18 1198.5.

19 118. PLAINTIFF SOUCI is informed and believes, and based thereon alleges, that
20 DEFENDANTS failed to provide records in compliance with Labor Code Sections 226, 432, and
21 1198.5 to other Aggrieved Employees in response to their requests.

22 119. **Unpaid Overtime Wages.** California law requires employers to pay overtime equal
23 to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours
24 per workday and each hour worked beyond forty (40) hours per work week. Lab. Code section 510;
25 IWC Wage Order 7-2001, (and all applicable IWC Wage Orders) section 3. Employers must pay
26 overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12)
27 hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive
28 day or work in a work week. *Ibid.*

1 120. DEFENDANTS violated California's overtime laws by, among other things, failing
2 to correctly calculate, or record at all, the total number of hours worked by Aggrieved Employees
3 due to DEFENDANTS' automatic deduction for meal periods, time rounding policies and practices
4 (for meal periods, start shift times and end times, and mandated pre-shift and post-shift off-the-clock
5 work described above, and other off-the-clock work described above resulted in the failure to
6 account for all hours worked and thus the denial of minimum wages as well as overtime wages owed
7 to PLAINTIFF SOUCI and other Aggrieved Employees who worked more than eight (8) hours in a
8 day or more than forty (40) hours in a week.

9 121. Based on information and belief, DEFENDANTS failed to incorporate all non-
10 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
11 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
12 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF SOUCI
13 and other Aggrieved Employees.

14 122. Based on further information and belief, DEFENDANTS failed to properly blend
15 multiple rates of regular pay in calculating the owed overtime rate(s), resulting in the miscalculation
16 and underpayment of overtime wages owed to Aggrieved Employees.

17 123. Based on information and belief, DEFENDANTS failed to pay twice the regular rate
18 of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight
19 (8) hours on the seventh consecutive day of work in a work week, in violation of California overtime
20 laws.

21 124. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
22 1198-1199, and IWC Wage Order 7-2001, section 12(A). These violations subject DEFENDANTS
23 to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and the applicable Wage
24 Order, including but not limited to Wage Order 7-2001, section 20.

25 125. **Reporting Time Pay Violations:** California Code of Regulations, Title 8, section
26 11050(5)(A) provides that for each workday when an employee is required to and does in fact report
27 to work, but is either not put to work or is furnished less than half of said employee's usual scheduled
28 day's work, that employee should be paid for no less than half, and in no event less than two (2)

1 hours, of the employees' regular rate of pay.

2 126. PLAINTIFF SOUCI and other Aggrieved Employees were frequently told by
3 DEFENDANTS to report to work and were either not put to work or were furnished less than half
4 of said employee's usual scheduled day's work. DEFENDANTS routinely failed to pay the required
5 reporting time wages owed to PLAINTIFF SOUCI and other Aggrieved Employees for each of
6 these instances.

7 127. **Split Shifts:** California Code or Regulations 11050(4)(C) provides that when an
8 employee works a "split shift", one (1) hour's pay at the State of local minimum wage (whichever
9 is greater) must be paid in addition to the minimum wage for that workday. A "split shift" is defined
10 as a work schedule which is interrupted by non-paid, non-working periods established by the
11 employer, other than *bona fide* rest or meal periods.

12 128. DEFENDANTS routinely scheduled PLAINTIFF SOUCI and other Aggrieved
13 Employees for multiple different shifts throughout the same workday, separated by periods other
14 than *bona fide* rest or meal periods. DEFENDANTS failed to pay PLAINTIFF SOUCI and other
15 Aggrieved Employees one (1) hour's pay at the applicable minimum wage, which resulted in
16 PLAINTIFF SOUCI and other Aggrieved Employees being paid less than the applicable minimum
17 wage for that day. As a further consequence, DEFENDANTS also failed to separately list "split
18 shift" payments on PLAINTIFF SOUCI's and other Aggrieved Employees wage statements.

19 129. **Failure to Provide Suitable Resting Facilities:** Per section 13 of all applicable IWC
20 Wage Orders, including but not limited to Wage Order 7, employees shall be provided with suitable
21 resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be
22 provided in an area separate from the toilet rooms and shall be available to employees during work
23 hours."

24 130. Based on information and belief, DEFENDANTS' retail locations are generally
25 similar in layout and design, and there was, and continues to be, space that allows for a resting
26 facility that employees may use to cease work and recover during meal or rest periods.
27 DEFENDANTS could have provided PLAINTIFF REED and Aggrieved Employees with a suitable
28 resting facility within the retail locations with reasonable or no modification, but instead denied and

1 continues to deny, employees with suitable areas to rest (e.g. a breakroom).

2 131. DEFENDANTS did not provide PLAINTIFF REED and Aggrieved Employees with
3 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.
4 Moreover, DEFENDANTS did not inform PLAINTIFF REED and other Aggrieved Employees of
5 their right to suitable resting facilities under California law.

6 132. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF REED
7 and Aggrieved Employees violated and continues to violate the applicable Wage Order, including
8 but not limited to IWC Wage Order 7-2001, section 13(B) and the California Labor Code, including
9 but not limited to section 1198.

10 133. **Seating Violations:** Per section 14(A-B) of all applicable IWC Wage Orders,
11 employees shall be provided with suitable seats when the nature of the work reasonably permits the
12 use of seats and when they are not actively engaged in the work duties that would not permit them
13 to be seated.

14 134. IWC Wage Order 7-2001 (and all applicable IWC Wage Orders), Section 14(A-B)
15 provides:

16 (A) All working employees shall be provided with suitable seats when
17 the nature of the work reasonably permits the use of seats.

18 (B) When employees are not engaged in the active duties of their
19 employment and the nature of the work requires standing, an adequate
20 number of suitable seats shall be placed in reasonable proximity to
21 the work area and employees shall be permitted to use such seats
22 when it does not interfere with the performance of their duties.

23 135. Suitable seating is one of the worker protections covered by California's Wage
24 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
25 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
26 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

27 136. Based on information and belief, DEFENDANTS failed to provide Aggrieved
28 Employees with suitable seating, and when such employees were not engaged in duties which

1 required them to stand, no seating was placed in reasonable proximity to their workstations.

2 137. Moreover, the nature of the work reasonably permitted the use of seats for at least
3 part of the time that Aggrieved Employees were working. Lastly, there were periods of time when
4 Aggrieved Employees were not engaged in active duties of their employment, yet there were no
5 suitable seats in reasonable proximity to the work area and use of seats would not interfere with the
6 performance of their duties.

7 138. PLAINTIFF REED and the other Aggrieved Employees worked in various positions.
8 The nature of PLAINTIFF REED's and the other Aggrieved Employees' work reasonably permitted
9 the use of seats. However, based on information and belief, DEFENDANTS failed to provide
10 suitable seating in reasonable proximity to PLAINTIFF REED and the other Aggrieved Employees'
11 work areas in violation of IWC Wage Order 7-2001 (and all applicable wage orders), section 14 (A-
12 B) and Labor Code sections 1198 and 1199, subjecting DEFENDANTS to civil penalties under
13 Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage
14 Order provision, for each Aggrieved Employee, results in a separate civil penalty.²

15 139. **Refusal to Make Payment.** Labor Code section 216 declares unlawful an
16 employer's refusal to pay wages due and payable and/or the denial of the validity of any claim to
17 wages due. DEFENDANTS violated and continue to violate this section by failing to pay
18 PLAINTIFFS and other Aggrieved Employees for all hours worked at the proper wage rate and by
19 failing to pay an additional hour of pay for each meal/rest period not provided or that was otherwise
20 unlawful. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These
21 violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation
22 results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period during which
23 the statute provisions were violated.³

24 140. **Failure to Timely Pay Wages.** California Labor Code section 204 requires that all
25

26 ² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

27 ³ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 wages earned, other than those due upon termination, be paid on time as defined by the statute.

2 141. As a result of the numerous company-wide failures of DEFENDANTS as described
3 throughout this Complaint, DEFENDANTS failed to pay PLAINTIFFS and other Aggrieved
4 Employees all wages due to them, including, but not limited to minimum wages, overtime wages,
5 double time wages, split shift pay and/or reporting time pay, within the statutorily required time
6 period. These violations subject DEFENDANTS to civil penalties under Labor Code section 210.

7 142. **Statutory Wage Violations.** California Labor Code section 223 makes it unlawful
8 for an employer to secretly pay wages lower than required by statute while purporting to pay legal
9 wages. As described above, DEFENDANTS willfully and systematically denied PLAINTIFFS and
10 other Aggrieved Employees of all earned minimum and overtime compensation for all hours worked
11 which resulted in the payment of less than statutorily required wages. DEFENDANTS acted with
12 the intent to deprive them of statutory wages, including, but not limited to, overtime wages and
13 minimum wages, to which they were entitled to under California law. Thus, DEFENDANTS paid
14 PLAINTIFFS and other Aggrieved Employees lower wages than those they were entitled to while
15 purporting that PLAINTIFFS and other Aggrieved Employees were properly paid. As a result,
16 PLAINTIFFS and other Aggrieved Employees are entitled to recover penalties, attorney's fees,
17 costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

18 143. **Standard Conditions of Labor Violations:** Together, Labor Code sections 1198
19 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by
20 the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4,
21 Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the
22 commission. Therefore, DEFENDANTS' violations with respect to meal periods, rest periods,
23 record keeping provisions, minimum wages, overtime wages, suitable resting facilities, and suitable
24 seating result in separate violations of sections 1198 and 1199, which subject DEFENDANTS to
25 civil penalties under Labor Code sections 1197.1 and 2699.

26 144. **Unlawful Agreements/ Unlawful Criminal History Inquiries.** Unlawful
27 Agreements. Labor Code section 432.5 provides that "no employer...shall require any employee or
28 applicant for employment to agree, in writing, to any term or condition which is known by such

1 employer...to be prohibited by law.” Based on information and belief, DEEFENDANTS
2 required/continue to require Aggrieved Employees to agree in writing to submit to unlawful criminal
3 and/or financial checks as a condition of obtaining and/or continuing employment.

4 145. The California Labor Code places certain procedural and substantive limits on an
5 employers’ ability to conduct employee background checks and on how employers can use the
6 information they obtain through those background checks. Labor Code section 1024.5 states that
7 employers, except for financial institutions, may order a credit check only if the individual works
8 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
9 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
10 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
11 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee
12 background check, including but not limited to identifying an appropriate reason for the background
13 check, a separate consent form with required disclosures and certain formatting requirements,
14 additional forms such as a summary of rights, a way by which to request a copy of the report, as
15 well as proper notice of adverse actions taken, among other statutory requirements.

16 146. Based on information and belief, DEFENDANTS ordered unlawful financial credit
17 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
18 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
19 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

20 147. Based on information and belief, DEFENDANTS required Aggrieved Employees to
21 submit and/or agree to submit in writing to unlawful criminal background checks which failed to
22 abide by the requirements set forth in Cal. Civ. Code section 1786 *et. seq.*, and 15 U.S.C. section
23 1681, *et. seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure,
24 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for
25 the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA,
26 failing to provide a way by which the individual could request a copy of the report, and failing to
27 properly obtain authorization or consent to such a background check, and thus was an unlawful
28 background check.

1 148. Based on further information and belief, DEFENDANTS also required Aggrieved
2 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
3 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
4 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
5 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

6 149. Based on further information and belief, DEFENDANTS knew that requiring
7 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
8 condition of obtaining and/or holding employment was unlawful.

9 150. By requiring that PLAINTIFF REED and other Aggrieved Employees sign off on
10 the illegal background and/or financial checks, DEFENDANTS violated Labor Code section 432.5.

11 151. Unlawful Inquires into Criminal History. Labor Code section 432.7 prohibits an
12 employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even
13 then, certain limitations apply. Based on information and belief, DEFENDANTS asked Aggrieved
14 Employees about arrests not resulting in convictions on its employment application, in violation of
15 California law.

16 152. Upon information and belief, DEFENDANTS, in violation of California law,
17 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
18 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
19 employment and/or otherwise impermissibly inquired into criminal history on its employment
20 application in violation of California law.

21 153. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
22 Code section 432.7. By asking about convictions at the application phase or prior to extending an
23 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
24 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
25 disclose arrests and/or convictions as a condition of employment.

26 154. **Sick Leave Violations.** DEFENDANTS violated California’s paid sick leave laws
27 including Labor Code section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick
28 leave pay to PLAINTIFF REED and other Aggrieved Employees or failed to properly accrue paid

1 sick leave due to DEFENDANTS' failure to account for actual hours worked (by virtue of
2 DEFENDANTS' meal period auto-deduction, and time rounding practices, and other off-the-clock
3 work described herein), and/or failure to incorporate all forms of non-discretionary remuneration
4 into the sick pay calculation.

5 155. DEFENDANTS further failed to give Aggrieved Employees notice of their paid sick
6 leave rights – or thereby putting their entitlement to sick leave in a Labor Code section 2810.5
7 notice. In addition, based on information and belief, DEFENDANTS failed to maintain accurate
8 records of used sick leave and the balance of paid sick leave left to the employees, which affected
9 Aggrieved Employees' intelligent exercise of their paid sick leave.

10 156. But for this failure, PLAINTIFF REED and other Aggrieved Employees would have
11 used their paid sick leave at least prior to their respective separations, for as on several occasions
12 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
13 compensation.

14 157. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
15 documenting the hours worked and paid sick days accrued and used by PLAINTIFF REED and all
16 Aggrieved Employees, permitting the presumption that PLAINTIFF REED and all Aggrieved
17 Employees were entitled to the maximum number of hours accruable.

18 158. Upon information and belief, DEFENDANTS failed and continue to fail to comply
19 with Labor Code section 246, by failing to provide Aggrieved Employees with a Labor Code section
20 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid
21 time off leave an employer provides in lieu of sick leave, at the time it pays wages.

22 159. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

23 160. On information and belief, PLAINTIFFS allege that all of these practices were
24 experienced and continue to be experienced by other Aggrieved Employees.

25 161. Accordingly, PLAINTIFFS seek all appropriate relief under the PAGA, including
26 but not limited to injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by
27 law.

28 162. Under the provisions of PAGA and the following Labor Code sections, 201-203, 204,

216, 221-223, 226, 226.7, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all relevant sections of the applicable Wage Orders, as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for all statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein, or for default PAGA penalties under Labor Code section 2699(f) for any violation of a Labor Code section without a specified civil penalty. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against PLAINTIFFS or any Aggrieved Employee, whether a party to this action or not. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFFS are entitled to recover civil penalties, costs, plus reasonable attorney's fees and costs, all in an amount to be proved.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for relief and judgment, on behalf of themselves, the Class Members, the Aggrieved Employees and the State of California, as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF REED be appointed as class representative;
3. For an order that counsel for PLAINTIFF REED be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFFS and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For civil penalties according to proof, including PAGA penalties (75% payable to the

- 1 LWDA and 25% payable to Aggrieved Employees;
2 12. For attorney's fees and costs reasonably incurred; and
3 13. For such other and further relief that the Court deems just and proper.
4

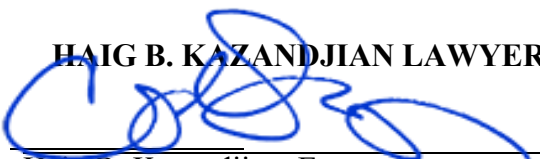
5 Dated: October 21, 2022

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6 By: 
7 Michael R. Crosner, Esq.
8 Zachary M. Crosner, Esq.
9 Jamie K. Serb, Esq.
10 Chad A. Saunders, Esq.
11 Michael W. Jones, Esq.
12 Attorneys for Plaintiff,
13 EVAN REED

12 Dated: October 21, 2022

HAIG B. KAZANDJIAN LAWYERS, APC

13 By: 
14 Haig B. Kazandjian, Esq.,
15 Cathy Gonzalez, Esq.,
16 Kevin Crough, Esq.,
17 Melissa R. Robinson, Esq.
18 Attorneys for Plaintiff
19 CHRISTINE SOUCI

17 **DEMAND FOR JURY TRIAL**

18 PLAINTIFF REED demands a trial by jury on all claims so triable.
19

20 Dated: October 21, 2022

CROSNER LEGAL, PC

21 By: 
22 Michael R. Crosner, Esq.
23 Zachary M. Crosner, Esq.
24 Jamie K. Serb, Esq.
25 Chad A. Saunders, Esq.
26 Michael W. Jones, Esq.
27 Attorneys for Plaintiff,
28 EVAN REED

1 PROOF OF SERVICE
2 *EVAN REED V. WILLIAMS-SONOMA STORES, INC., et al.*
3 *San Francisco Superior Court Case No. CGC-22-598118*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On October 21, 2022, I served true copies of the following document(s) described as

8 **SECOND AMENDED CLASS ACTION COMPLAINT**
9 on the interested parties in this action as follows:

10 SEE ATTACHED SERVICE LIST

11 ☒ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf
12 format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail
13 portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service
14 List as set forth herein. I caused an envelope containing the documents to be placed for collection
15 and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s
16 ordinary business practices. I am readily familiar with our business practices and the business
17 practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the
18 same day, that correspondence is placed for collection and mailing, it is deposited in the ordinary
19 course of business with the United States Postal Service, in a sealed envelope with postage fully
20 prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope,
21 with postage paid, and deposited with a post office, mailbox, sub-post office, substation, mail chute,
22 or other facility or postal pickup/drop off regularly maintained by the United States Postal Service
23 or an affiliate thereof, at or near Phoenix, Arizona.

24 I declare under penalty of perjury under the laws of the United States of America that the foregoing
25 is true and correct and that I am employed in the office of a member of the bar of this Court at
26 whose direction the service was made.

27 Executed on October 21, 2022, at Los Angeles, California.

28 

Maria Monterrey

PROOF OF SERVICE

SERVICE LIST

EVAN REED V. WILLIAMS-SONOMA STORES, INC., et al.

San Francisco Superior Court Case No. CGC-22-598118

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