

Melissa Grant (SBN 205633)
Melissa.Grant@CapstoneLawyers.com
Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Edward Ruffin
and Jaimie Grayson

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

EDWARD RUFFIN and JAIMIE
GRAYSON, as aggrieved employees
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiffs,

vs.

PETSMART LLC, a Delaware limited
liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.:25-CIV-05022

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(A); and
- (2) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(B).

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 6/30/2025
By /s/ Carl Saffold
Deputy Clerk

Plaintiffs Edward Ruffin and Jaimie Grayson, as aggrieved employees and on behalf of the State of California and all other aggrieved employees, allege as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties on behalf of the Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as a non-exempt employee at a California retail store location and who suffered violations of Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint at any time between one year prior to the filing of the pre-filing written notices to the Labor and Workforce Development Agency (“LWDA”) in this case on April 15, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiffs’ share of civil penalties sought in this action does not exceed \$75,000.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The overall amount in controversy exceeds \$35,000. The statute under which this action is brought does not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, and otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Also, Plaintiffs and all other non-party Aggrieved Employees were employed by Defendants in California.

4. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiffs’ share of the civil penalties attributable to

violations personally suffered are less than \$75,000. *Id.* at 1122.

5. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiffs in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

6. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code. Labor Code section 1198 makes a violation of a Wage Order such as subdivision 14(A) or 14(B) a violation of the Labor Code.

THE PARTIES

7. Plaintiff Edward Ruffin (“Plaintiff Ruffin”) worked for Defendants as a non-exempt employee from approximately June 2024 to January 2025. Plaintiff Ruffin worked for Defendants at their store in Daly City (315 Gellert Boulevard, Daly City, California 94015). During his employment, Plaintiff Ruffin worked as an Associate Manager. Plaintiff Ruffin typically worked eight (8) hours per day and five (5) days per week on a varied schedule. Plaintiff Ruffin’s job duties included, without limitation, operating the cash register and handling customer transactions.

8. Plaintiff Jaimie Grayson (“Plaintiff Grayson”) worked for Defendants as a non-exempt employee from approximately December 2010 to August 2024. Plaintiff Grayson worked for Defendants at their stores in Mountain View (2440 East Charleston Road, Mountain View, California 94043), San Jose (5353 Almaden Expressway, San Jose, California 95118), and San Mateo (3520 South El Camino Real, San Mateo, California 94403). During her employment, Plaintiff Grayson worked as a PetsHotel Night Petcare Specialist, PetsHotel Associate Lead, Assistant PetsHotel Leader, and Customer Engagement Leader. Plaintiff Grayson typically worked eight (8) hours per day and five (5) days per week on a varied schedule. Plaintiff Grayson’s job duties included, without limitation, operating the cash register; pulling, packing, and shipping online orders; and handling customer transactions.

1 9. Defendant PETSMART LLC was and is, upon information and belief, a
2 Delaware limited liability company doing business in California, and at all times hereinafter
3 mentioned, an employer whose employees are engaged throughout this county, the State of
4 California, or the various states of the United States of America.

5 10. Plaintiffs are unaware of the true names or capacities of the Defendants sued
6 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
7 amend the complaint and serve such fictitiously named Defendants once their names and
8 capacities become known.

9 11. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
10 are the partners, agents, owners, shareholders, managers, or employees of PETSMART LLC,
11 at all relevant times.

12 12. Plaintiffs are informed and believe, and thereon allege, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, PETSMART LLC
14 and/or DOES 1 through 10 (collectively, “Defendants” or “PETSMART”), each acting as the
15 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
16 other co-Defendants and was acting within the course and scope of such agency, employment,
17 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts
18 of any and all Defendants were in accordance with, and represent, the official policy of
19 Defendants.

20 13. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 14. Plaintiffs are informed and believe, and thereon allege, that each of said
25 Defendants are in some manner intentionally, negligently, or otherwise responsible for the
26 acts, omissions, occurrences, and transactions alleged herein.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 15. Defendants operate pet superstores offering pet food, supplies, grooming,

1 training, veterinary care (through third-party clinics), and adoption services. Defendants
2 operate approximately 255 retail locations in the United States, including approximately 165
3 locations in California.

4 16. Upon information and belief, Defendants maintain a single, centralized Human
5 Resources (HR) department at their corporate headquarters in Phoenix, Arizona, for all non-
6 exempt employees working for Defendants in California, which is responsible for the
7 recruiting and hiring of new employees, and communicating and implementing Defendants'
8 company-wide policies to employees throughout California.

9 17. In particular, on information and belief, Plaintiffs and other non-party
10 Aggrieved Employees received the same standardized documents and/or written policies.
11 Upon information and belief, Defendants maintained uniform practices with respect to their
12 provision of seats (or lack thereof) in their retail stores for all non-exempt employees in
13 California, including Plaintiffs and other non-party Aggrieved Employees, regardless of their
14 location or position.

15 18. During the relevant time period, Plaintiffs and other non-party Aggrieved
16 Employees have spent or spend a substantial portion of their day behind Defendants'
17 cashwraps. The nature of the work of an employee performing cashier duties can reasonably
18 be accomplished from a seated position. However, as set forth herein, Defendants
19 systematically, and on a company-wide basis, designed cashwraps that require standing and
20 do not provide suitable seats at cashwraps, forcing Plaintiffs and other non-party Aggrieved
21 Employees to stand throughout their work shifts.

22 19. Plaintiffs allege that Defendants' California retail stores are generally similar in
23 their layout and design and that the cashwraps could allow for the presence and use of a seat
24 or stool by Defendants' employees during the performance of their work duties at these
25 cashwraps. However, on information and belief, Defendants have designed their cashwraps to
26 require Plaintiffs and other non-party Aggrieved Employees to stand while performing their
27 cashwrap work duties. Defendants could have designed their cashwraps in a manner that
28 would allow Plaintiffs and other non-party Aggrieved Employees to perform cashwrap duties

1 while seated and could have provided Plaintiffs and other non-party Aggrieved Employees
2 with suitable seats at the cashwraps. Instead, on information and belief, Defendants have
3 denied and continue to deny them seats altogether or deny them suitable seats. As a result,
4 Plaintiffs and other non-party Aggrieved Employees are and have been forced to stand
5 throughout the day. In addition, Defendants have failed to expressly advise Plaintiffs and
6 other non-party Aggrieved Employees that they could utilize seats while performing their
7 duties.

8 20. Additionally, Defendants have not placed an adequate number of suitable seats
9 within reasonable proximity to the work areas of employees who perform duties whose nature
10 requires standing and therefore has not permitted employees to use those seats when not
11 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
12 though sitting would not interfere with the performance of their job duties.

13 21. Defendants continue to employ non-exempt employees at retail store locations
14 throughout California.

15 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
16 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
17 suitable seating when the nature of their work reasonably permits the use of seats and/or were
18 entitled to sit when it did not interfere with the performance of their cashier duties. In
19 violation of the California Labor Code and applicable IWC Wage Order, Defendants failed to
20 provide Plaintiffs and other non-party Aggrieved Employees suitable seating.

21 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
23 have seats in reasonable proximity to their work area(s) and be permitted to use such seats
24 when it did not interfere with the performance of their duties whose nature require standing
25 during lulls in performing those tasks. In violation of the California Labor Code and
26 applicable IWC Wage Order, Defendants failed to provide Plaintiffs and other non-party
27 Aggrieved Employees suitable seating within reasonable proximity of their work areas and
28 failed to permit them to use such seats when not actively engaged in their standing duties.

1 24. At all times herein set forth, PAGA provides that any provision of law under
2 the California Labor Code and applicable IWC Wage Order that provides for a civil penalty to
3 be assessed and collected by the LWDA for violations of the California Labor Code and
4 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
5 civil action brought on behalf of themselves and other current or former employees pursuant
6 to procedures outlined in California Labor Code section 2699.3.

7 25. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
8 “any person who was employed by the alleged violator and personally suffered each of the
9 violations alleged.”

10 26. Plaintiffs and other current and former California employees of Defendants are
11 “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all
12 Defendants’ current or former California employees and each of the alleged violations of IWC
13 Wage Order No. 7-2001, subdivisions 14(A) and 14(B), were committed against them.

14 27. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
15 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
16 following requirements have been met:

17 (a) The aggrieved employee or representative shall give written notice by
18 online filing with the LWDA and by certified mail to the employer of
19 the specific provisions of the California Labor Code alleged to have
20 been violated, including the facts and theories to support the alleged
21 violation.

22 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
23 2699.3(a) and any employer response to that notice shall be
24 accompanied by a filing fee of seventy-five dollars (\$75).

25 (c) The LWDA shall notify the employer and the aggrieved employee or
26 representative by certified mail that it does not intend to investigate the
27 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
28 the postmark date of the aggrieved employee’s notice. Upon receipt of

1 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
2 (65) calendar days of the postmark date of the aggrieved employee's
3 notice, the aggrieved employee may commence a civil action pursuant
4 to California Labor Code section 2699 to recover civil penalties.

5 28. On April 15, 2025, Plaintiff Ruffin provided written notice by online filing to
6 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
7 Labor Code alleged to have been violated, including facts and theories to support the alleged
8 violations, in accordance with California Labor Code section 2699.3. Plaintiff Ruffin's
9 written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75).
10 That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Ruffin's
11 written notice and assigned Plaintiff Ruffin PAGA Case Number LWDA-CM-1092453-25.
12 On June 27, 2025, Plaintiff Ruffin filed an amended written notice by online filing to the
13 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
14 Code alleged to have been violated, supplementing and/or clarifying the facts and theories to
15 support the alleged violations set forth in his original LWDA notice, in accordance with
16 California Labor Code section 2699.3. True and correct copies of Plaintiff Ruffin's written
17 notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

18 29. On April 15, 2025, Plaintiff Grayson provided written notice by online filing to
19 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
20 Labor Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff Grayson's
22 written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75).
23 That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Grayson's
24 written notice and assigned Plaintiff Grayson PAGA Case Number LWDA-CM- 1092454-25.
25 On June 27, 2025, Plaintiff Grayson filed an amended written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, supplementing and/or clarifying the facts and theories to
28 support the alleged violations set forth in her original LWDA notice, in accordance with

1 California Labor Code section 2699.3. True and correct copies of Plaintiff Grayson's written
2 notices to the LWDA and Defendants are attached hereto as "Exhibit 2."

3 30. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
4 sent the notices described above to the LWDA, and the LWDA has not responded that it
5 intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

6 31. Thus, Plaintiffs have satisfied the administrative prerequisites under California
7 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
8 California Labor Code section 1198.

9 32. Defendants, at all times relevant to this complaint, were employers or persons
10 acting on behalf of an employer(s) who violated Plaintiffs' and other non-party Aggrieved
11 Employees' rights by violating sections of the California Labor Code as set forth above.

12 33. As set forth below, Defendants have violated provisions of both the Labor Code
13 sections regulating conditions of labor as well as the applicable IWC Wage Order,
14 specifically, Labor Code section 1198 and California Code of Regulations, Title 8, section
15 11070(14)(A)-(B).

16 34. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
17 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiffs, acting in the public interest as private
18 attorneys general, seek assessment and collection of civil penalties and injunctive relief for
19 themselves, all other non-party Aggrieved Employees, and the State of California against
20 Defendants for violations of California Labor Code section 1198.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PROVIDE SUITABLE SEATING**

23 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
24 **REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

25 **(By Plaintiffs on Behalf of the State of California and Aggrieved Employees Against all**
26 **Defendants)**

27 35. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
28 and every allegation set forth above.

1 36. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil
2 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
3 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants’
4 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
5 provide suitable seating to Plaintiffs and other non-party Aggrieved Employees as set forth
6 below.

7 37. At all relevant times herein, California Labor Code section 1198 makes it
8 illegal to employ an employee under conditions of labor that are prohibited by the applicable
9 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
10 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
11 The employment of any employee . . . under conditions of labor prohibited by the order is
12 unlawful.”

13 38. California Code of Regulations, Title 8, section 11070(14)(A) provides that
14 “[a]ll working employees shall be provided with suitable seats when the nature of the work
15 reasonably permits the use of seats.”

16 39. During the relevant time period, Defendants violated California Labor Code
17 section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because
18 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even when the
19 nature of their work would reasonably permit the use of seats, nor were they provided with
20 suitable seats. As employees assigned cashier duties, Plaintiffs’ and other non-party
21 Aggrieved Employees’ tasks, including operating the cash register, scanning items, and
22 bagging items, could be performed from a seated position. Plaintiffs and other non-party
23 Aggrieved Employees could have handled cash register transactions and performed other
24 similar tasks at cashwraps at any of Defendants’ retail stores while seated, without affecting
25 the quality and effectiveness of the performance of their job duties.

26 40. Defendants could have designed their cashwraps in a manner that allowed
27 Plaintiffs and other non-party Aggrieved Employees to sit while performing cashwrap duties
28 and could have placed suitable seats or stools at or near each cashwrap for use by Plaintiffs

1 and other non-party Aggrieved Employees. Instead, on information and belief, Defendants
2 designed the cashwraps to require Plaintiffs and other non-party Aggrieved Employees to
3 stand at the work area(s) and did not provide suitable seats or stools they could use while
4 working at the cashwrap. In addition, upon information and belief, Defendants prohibited
5 employees from sitting while working. Defendants' management did not inform Plaintiffs and
6 other non-party Aggrieved Employees that they were allowed to sit down or provide any
7 means for them to sit down.

8 41. For example, during their employment, when Plaintiffs performed cashiering
9 duties at the cashwrap, they were required to stand the entire time because Defendants, on
10 information and belief, designed their cashwraps for standing and did not provide suitable
11 seating for employees' use while working at cashwraps. Other non-party Aggrieved
12 Employees similarly were not permitted to sit while performing cash register duties because
13 Defendants designed their cashwraps for standing and did not provide seats or stools at the
14 cashwraps.

15 42. As a result of Defendants' company-wide policy and/or practice prohibiting
16 employees from sitting during their shifts and failure to provide suitable seating to these
17 employees, as well as designing their cashwraps to require standing, Plaintiffs and other non-
18 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
19 failure to provide suitable seating to Plaintiffs and other non-party Aggrieved Employees
20 violated and continues to violate California Labor Code section 1198 and IWC Wage Order
21 No. 7-2001, subdivision 14(A).

22 43. Plaintiffs and other non-party Aggrieved Employees and the State of California
23 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
24 and (k).

25 //

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(B)
(By Plaintiffs on Behalf of the State of California and Aggrieved Employees Against all
Defendants)

44. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

45. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants’ conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to provide suitable seating to Plaintiffs and other non-party Aggrieved Employees as set forth below.

46. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

47. California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

48. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even during lulls

1 in their work duties, nor were they provided with suitable seats in reasonable proximity to
2 their work areas.

3 49. Defendants did not place an adequate number of suitable seats or stools within
4 reasonable proximity to the work areas of employees who perform duties whose nature
5 requires standing, and therefore have not permitted employees to use those seats when not
6 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
7 though sitting would not interfere with the performance of their job duties. Defendants could
8 have provided Plaintiffs and other non-party Aggrieved Employees with a suitable seat or
9 stool within reasonable proximity of their work areas but instead deny employees seats and
10 force them to stand throughout the day. Moreover, on information and belief, Defendants did
11 not inform Plaintiffs and other non-party Aggrieved Employees of their right to a seat or stool
12 under California law.

13 50. For example, during their employment, Plaintiffs experienced lulls in their
14 work at various times during a typical shift, especially when the store was not busy, such as in
15 the mornings, mid-to-late afternoons, and/or the last few hours that the store is open. During
16 these lulls, when Plaintiffs were not actively performing tasks (which, on information and
17 belief, Defendants would claim that the nature of the work requires standing), Plaintiffs could
18 have taken a moment to sit and rest their legs, backs, and feet if seating was provided. Other
19 non-party Aggrieved Employees similarly were not permitted to sit during these lulls in
20 operation and were forced to stand throughout the day.

21 51. As a result of Defendants’ company-wide failure to provide seats in reasonable
22 proximity to employees’ work areas and failure to permit them to use those seats when not
23 actively engaged in what Defendants claim are standing duties, Plaintiffs and other non-party
24 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants’ failure
25 to provide suitable seating to Plaintiffs and other non-party Aggrieved Employees violated
26 and continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-
27 2001, subdivision 14(B).

28 52. Plaintiffs and other non-party Aggrieved Employees and the State of California

are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

PRAYER FOR RELIEF

Plaintiffs, on behalf of the State of California and all other non-party Aggrieved Employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000) to the State of California and aggrieved employees.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A) as to Plaintiffs and other non-party Aggrieved Employees (by failing to provide suitable seating);

3. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (k) for violations of California Labor Code section 1198;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with California's seating requirements;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code section 1198;

6. For pre-judgment and post-judgment interest as provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

8. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiffs and other non-party Aggrieved Employees (by failing to provide suitable seating);

9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (k) for violations of California Labor Code section 1198;

10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or

1 2699(k) to bring Defendants into compliance with California's seating requirements;

2 11. For attorneys' fees and costs pursuant to California Labor Code section
3 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
4 Labor Code section 1198;

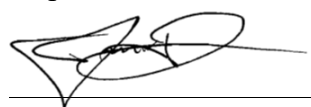
5 12. For pre-judgment and post-judgment interest as provided by law; and

6 13. For such other and further relief as the Court may deem equitable and
7 appropriate.

8
9 Dated: June 30, 2025

Respectfully submitted,

Capstone Law APC

10
11
12 By: 

13 Melissa Grant
14 Robert Drexler
Jonathan Lee
Robert Myong

15 Attorneys for Plaintiffs Edward Ruffin and
16 Jaimie Grayson
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

OLIVIA GREEN
310.556.4810 Direct
Olivia.Green@capstonelawyers.com

April 15, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Edward Ruffin v. PetSmart LLC*

Dear PAGA Administrator:

This office represents Edward Ruffin in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Ruffin was an employee of PETSMART LLC ("PETSMART").

The employer may be contacted directly at the address below:

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

Mr. Ruffin intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Ruffin seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PETSMART as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PETSMART employed Mr. Ruffin as a non-exempt employee from approximately June 2024 to January 2025. Mr. Ruffin worked for PETSMART as an Associate Manager at its PETSMART store in Daly City, California (315 Gellert Blvd., Daly City, California 94015). Mr. Ruffin typically worked eight (8) hours per day and five (5) days per week, at varying times. Mr. Ruffin's job duties included, without limitation, operating the cash register, performing safety walks, stocking the store, assisting customers, counting cash and managing deposits, and cleaning the store.

PETSMART committed each of the following Labor Code violations against Mr. Ruffin, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Mr. Ruffin’s relevant claims are as follows:

PETSMART’s Company-Wide and Uniform HR Practices

PETSMART LLC is a Delaware limited liability company that operates pet superstores offering pet food, supplies, grooming, training, veterinary care (through third-party clinics), and adoption services. PETSMART operates over 1,660 retail locations in the United States, including approximately 165 locations in California.

Upon information and belief, PETSMART maintains a centralized Human Resources (HR) department at its corporate headquarters in Phoenix, Arizona, for all non-exempt employees working for PETSMART at retail stores in California, including Mr. Ruffin and other aggrieved employees. PETSMART maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Ruffin and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

¹ These facts, theories, and claims are based on Mr. Ruffin’s experience and counsel’s review of those records currently available relating to Mr. Ruffin’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Ruffin reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

PETSMART's California retail stores are generally similar in their layout and design and there was, and continues to be, space at cashwraps and service counters that would allow for the presence and use of a seat or stool by Mr. Ruffin and other aggrieved employees during the performance of their work duties at the cashwraps and service counters. However, PETSMART has designed its cashwraps and service counters to require Mr. Ruffin and other aggrieved employees to stand while performing their work duties at those locations. PETSMART could have provided Mr. Ruffin and other aggrieved employees with suitable seats at cashwraps and service counters, with reasonable or no modification to the work area(s), but instead has denied and continues to deny them seats altogether or denies them suitable seats. As a result, Mr. Ruffin and other aggrieved employees are and have been forced to stand throughout the day. In addition, PETSMART failed to expressly advise Mr. Ruffin and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Ruffin performed cashiering duties at the cashwrap and spent a significant portion of his day behind the cashwrap. Other aggrieved employees similarly spent a portion of their day at cashwraps and service counters performing cash register and other customer service duties. The nature of the work of an employee performing cashier duties and other customer service duties can reasonably be accomplished from a seated position. Mr. Ruffin and other aggrieved employees could have handled customer transactions and performed other similar tasks at cashwraps and service counters at any of PETSMART's stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, PETSMART systematically, and on a company-wide basis, does not provide seats and does not provide suitable seats at cashwraps and service counters, and expressly prohibits employees from sitting while working, forcing Mr. Ruffin and other aggrieved employees to stand throughout their work shifts.

PETSMART violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Ruffin and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. PETSMART's management did not inform Mr. Ruffin and other aggrieved employees that they were allowed to sit down or provide any means for them to sit down. PetSmart's failure to provide suitable seating to Mr. Ruffin and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Ruffin and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in

reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area under subdivision 14(B) during “lulls in operation.” *Id.*

PETSMART has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During his employment, Mr. Ruffin experienced lulls in his work at various times during a typical shift, especially when the store was not busy, such as in the morning and during the last hour that the store is open. During these lulls, when Mr. Ruffin was not actively performing tasks (the nature of which require standing), Mr. Ruffin could have taken a moment to sit and rest his legs, back, and feet if seating was provided. PETSMART could have provided Mr. Ruffin and other aggrieved employees with a suitable seat or stool within reasonable proximity of their work areas but instead denies employees seats and forces Mr. Ruffin and other aggrieved employees to stand throughout the day. Moreover, on information and belief, PETSMART did not inform Mr. Ruffin and other aggrieved employees of their rights to a seat or stool under California law. PETSMART’s failure to provide suitable seating to Mr. Ruffin and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Ruffin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Mr. Ruffin, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PETSMART for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Mr. Ruffin seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Olivia Green
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Olivia Green". The signature is written in a cursive, flowing style. The first name "Olivia" is larger and more prominent, with the last name "Green" written in a smaller, more compact script to its right.

Olivia Green

Copy: PETSMART LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Postmark
Rufin v.
PETSMART

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

PS Form 3800, January 2023 PSN 7530-02-000-9037 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027



9590 9402 8803 4005 5694 11

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0145 89

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Certified Mail Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027



9590 9402 8803 4005 5694 11

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0145 89

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Nick Ferrington

C. Date of Delivery

7/21/20

- D. Is delivery address different from Item 1? ☐ Yes
- If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

June 27, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/412>)

Subject: *Edward Ruffin v. PetSmart LLC*
LWDA Case No. LWDA-CM-1092453-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Edward Ruffin in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Ruffin was an employee of PETSMART LLC (“PETSMART”). We previously provided notice of Mr. Ruffin’s claims to the California Labor and Workforce Development Agency (“LWDA”) on April 15, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Ruffin’s prior LWDA notice and is intended to clarify the facts and theories supporting his claims.

The employer may be contacted directly at the address below:

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

Mr. Ruffin intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Ruffin seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PETSMART as a non-exempt employee in a California retail store location (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PETSMART employed Mr. Ruffin as a non-exempt employee from approximately June 2024 to January 2025. Mr. Ruffin worked for PETSMART as an Associate Manager at its PETSMART store in Daly City (315 Gellert Blvd., Daly City, California 94015). Mr. Ruffin typically worked eight (8) hours per day and five (5) days per week, at varying times. Mr. Ruffin’s job duties included, without

limitation, operating the cash register, performing safety walks, stocking the store, assisting customers, counting cash and managing deposits, and cleaning the store.

PETSMART committed each of the following Labor Code violations against Mr. Ruffin, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Mr. Ruffin’s relevant claims are as follows:

PETSMART’s Company-Wide and Uniform HR Practices

PETSMART LLC is a Delaware limited liability company that operates pet superstores offering pet food, supplies, grooming, training, veterinary care (through third-party clinics), and adoption services. PETSMART operates over 1,660 retail locations in the United States, including approximately 165 locations in California.

Upon information and belief, PETSMART maintains a centralized Human Resources (HR) department at its corporate headquarters in Phoenix, Arizona, for all non-exempt employees working for PETSMART at retail stores in California, including Mr. Ruffin and other aggrieved employees. PETSMART maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Ruffin and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The

¹ These facts, theories, and claims are based on Mr. Ruffin’s experience and counsel’s review of those records currently available relating to Mr. Ruffin’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Ruffin reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

PETSMART’s California retail stores are generally similar in their layout and design and there was, and continues to be, space at cashwraps that could allow for the presence and use of a seat or stool by Mr. Ruffin and other aggrieved employees during the performance of their work duties at the cashwraps. However, PETSMART has designed its cashwraps to require Mr. Ruffin and other aggrieved employees to stand while performing their cashwrap duties. PETSMART could have designed its cashwraps in a manner that allowed Mr. Ruffin and other aggrieved employees to sit while performing cashwrap duties and could have placed suitable seats or stools at or near each cashwrap for use by Mr. Ruffin and other aggrieved employees. Instead, PETSMART designed its cashwraps to require Mr. Ruffin and other aggrieved employees to stand at the work area(s) and did not provide suitable seats or stools they could use while working at the cashwrap. In addition, PETSMART prohibited Mr. Ruffin and other aggrieved employees from sitting while working, and PETSMART’s management failed to expressly advise Mr. Ruffin and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Ruffin performed cashiering duties at the cashwrap and spent a significant portion of his day behind the cash register. Other aggrieved employees similarly spent a portion of their day at cashwraps performing cashier duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Mr. Ruffin and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cashwraps at any of PETSMART’s retail stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, PETSMART systematically, and on a company-wide basis, designed cashwraps to require employees to stand while performing their cashier duties and did not provide suitable seats at cashwraps, forcing Mr. Ruffin and other aggrieved employees to stand throughout their work shifts.

PETSMART violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Ruffin and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. PETSMART’s management did not inform Mr. Ruffin and other aggrieved employees that they were allowed to sit down or provide any means for them to sit down. PetSmart’s failure to provide suitable seating to Mr. Ruffin and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Ruffin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor

prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area(s) under subdivision 14(B) during “lulls in operation.” *Id.*

PETSMART has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During his employment, Mr. Ruffin experienced lulls in his work at various times during a typical shift, especially when the store was not busy, such as in the morning and during the last hour that the store is open. During these lulls, when Mr. Ruffin was not actively performing tasks (which, on information and belief, PETSMART would claim that the nature of the work requires standing), Mr. Ruffin could have taken a moment to sit and rest his legs, back, and feet if seating was provided. PETSMART could provide Mr. Ruffin and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seats and forces Mr. Ruffin and other aggrieved employees to stand throughout the day. Moreover, on information and belief, PETSMART did not inform Mr. Ruffin and other aggrieved employees of their rights to a seat or stool under California law. PETSMART’s failure to provide suitable seating to Mr. Ruffin and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in what PETSMART claims are their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Ruffin and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Mr. Ruffin, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PETSMART for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Mr. Ruffin seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura" with a stylized flourish at the end.

Mao Shiokura

Copy: PETSMART LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 2483

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7022 2410 0000 2265 2483

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐	
☐	
☐	
Postage	\$
Total	\$
Sent	
Signature	
City	

Ruphin v.
PETSMART
Postmark

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027



9590 9402 8803 4005 5685 68

2 Article Number (Transfer from service label)

7022 2410 0000 2265 2483

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Restricted Delivery

Domestic Return Receipt

EXHIBIT “2”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

OLIVIA GREEN
310.556.4810 Direct
Olivia.Green@capstonelawyers.com

April 15, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Jaimie Grayson v. PetSmart LLC*

Dear PAGA Administrator:

This office represents Jaimie Grayson in connection with her claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Ms. Grayson was an employee of PETSMART LLC ("PETSMART").

The employer may be contacted directly at the address below:

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

Ms. Grayson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Grayson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PETSMART as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PETSMART employed Ms. Grayson as a non-exempt employee from approximately December 2010 to August 2024. Ms. Grayson worked for PETSMART as a PetsHotel Night Petcare Specialist, PetsHotel Associate Lead, Assistant PetsHotel Leader, and Customer Engagement Leader at its PETSMART stores in Mountain View, California (2440 E. Charleston Rd., Mountain View, California 94043), San Jose, California (5353 Almaden Expressway, San Jose, California 95118), and San Mateo, California (3520 S. El Camino Real, San Mateo, California 94403). Ms. Grayson typically worked eight (8) hours per day and five (5) days per week, at varying times. Ms. Grayson's job duties included, without limitation, operating the cash register, pulling, packing, and shipping online orders, facilitating pet adoptions, and providing customer service.

PETSMART committed each of the following Labor Code violations against Ms. Grayson, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Ms. Grayson’s relevant claims are as follows:

PETSMART’s Company-Wide and Uniform HR Practices

PETSMART LLC is a Delaware limited liability company that operates pet superstores offering pet food, supplies, grooming, training, veterinary care (through third-party clinics), and adoption services. PETSMART operates over 1,660 retail locations in the United States, including approximately 165 locations in California.

Upon information and belief, PETSMART maintains a centralized Human Resources (HR) department at its corporate headquarters in Phoenix, Arizona, for all non-exempt employees working for PETSMART at retail stores in California, including Ms. Grayson and other aggrieved employees. PETSMART maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Ms. Grayson and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

¹ These facts, theories, and claims are based on Ms. Grayson’s experience and counsel’s review of those records currently available relating to Ms. Grayson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Grayson reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

PETSMART's California retail stores are generally similar in their layout and design and there was, and continues to be, space at cashwraps and service counters that would allow for the presence and use of a seat or stool by Ms. Grayson and other aggrieved employees during the performance of their work duties at the cashwraps and service counters. However, PETSMART has designed its cashwraps and service counters to require Ms. Grayson and other aggrieved employees to stand while performing their work duties at those locations. PETSMART could have provided Ms. Grayson and other aggrieved employees with suitable seats at cashwraps and service counters, with reasonable or no modification to the work area(s), but instead has denied and continues to deny them seats altogether or denies them suitable seats. As a result, Ms. Grayson and other aggrieved employees are and have been forced to stand throughout the day. In addition, PETSMART failed to expressly advise Ms. Grayson and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Grayson performed cashiering, packing and shipping, and other customer service-related duties at the cashwrap and service counters and spent a significant portion of her day behind the cashwrap and service counters. Other aggrieved employees similarly spent a portion of their day at cashwraps and service counters performing cash register and other customer service duties. The nature of the work of an employee performing cashier duties and other customer service duties can reasonably be accomplished from a seated position. Ms. Grayson and other aggrieved employees could have handled customer transactions and performed other similar tasks at cashwraps and service counters at any of PETSMART's stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, PETSMART systematically, and on a company-wide basis, does not provide seats and does not provide suitable seats at cashwraps and service counters, and expressly prohibits employees from sitting while working, forcing Ms. Grayson and other aggrieved employees to stand throughout their work shifts.

PETSMART violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Grayson and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. PETSMART's management did not inform Ms. Grayson and other aggrieved employees that they were allowed to sit down or provide any means for them to sit down. PETSMART's failure to provide suitable seating to Ms. Grayson and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Grayson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the

nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area under subdivision 14(B) during “lulls in operation.” *Id.*

PETSMART has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During her employment, Ms. Grayson experienced lulls in her work at various times during a typical shift, especially when the store was not busy, such as on Mondays and in the mid-to-late afternoon. During these lulls, when Ms. Grayson was not actively performing tasks (the nature of which require standing), Ms. Grayson could have taken a moment to sit and rest her legs, back, and feet if seating was provided. PETSMART could have provided Ms. Grayson and other aggrieved employees with a suitable seat or stool within reasonable proximity of their work areas but instead denies employees seats and forces Ms. Grayson and other aggrieved employees to stand throughout the day. Moreover, on information and belief, PETSMART did not inform Ms. Grayson and other aggrieved employees of their rights to a seat or stool under California law. PETSMART’s failure to provide suitable seating to Ms. Grayson and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Grayson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Ms. Grayson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PETSMART for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Ms. Grayson seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Olivia Green
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Olivia Green". The signature is written in a cursive, flowing style. The first name "Olivia" is larger and more prominent, with the last name "Green" written in a smaller, more compact script to its right.

Olivia Green

Copy: PETSMART LLC (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. **PETSMART LLC**
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027



9590 9402 8803 4005 5694 04

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0145 96

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

Nick Zerkington

C. Date of Delivery

4/21/21

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

June 27, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/412>)

Subject: *Jaimie Grayson v. PetSmart LLC*
LWDA Case No. LWDA-CM-1092454-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Jaimie Grayson in connection with her claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Ms. Grayson was an employee of PETSMART LLC (“PETSMART”). We previously provided notice of Ms. Grayson’s claims to the California Labor and Workforce Development Agency (“LWDA”) on April 15, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Grayson’s prior LWDA notice and is intended to clarify the facts and theories supporting her claims.

The employer may be contacted directly at the address below:

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

Ms. Grayson intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Grayson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PETSMART as a non-exempt employee in a California retail store location (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PETSMART employed Ms. Grayson as a non-exempt employee from approximately December 2010 to August 2024. Ms. Grayson worked for PETSMART as a PetsHotel Night Petcare Specialist, PetsHotel Associate Lead, Assistant PetsHotel Leader, and Customer Engagement Leader at its PETSMART stores in Mountain View (2440 E. Charleston Rd., Mountain View, California 94043),

San Jose (5353 Almaden Expressway, San Jose, California 95118), and San Mateo (3520 S. El Camino Real, San Mateo, California 94403). Ms. Grayson typically worked eight (8) hours per day and five (5) days per week, at varying times. Ms. Grayson's job duties included, without limitation, operating the cash register; pulling, packing, and shipping online orders; facilitating pet adoptions; and providing customer service.

PETSMART committed each of the following Labor Code violations against Ms. Grayson, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1).¹ Ms. Grayson's relevant claims are as follows:

PETSMART's Company-Wide and Uniform HR Practices

PETSMART LLC is a Delaware limited liability company that operates pet superstores offering pet food, supplies, grooming, training, veterinary care (through third-party clinics), and adoption services. PETSMART operates over 1,660 retail locations in the United States, including approximately 165 locations in California.

Upon information and belief, PETSMART maintains a centralized Human Resources (HR) department at its corporate headquarters in Phoenix, Arizona, for all non-exempt employees working for PETSMART at retail stores in California, including Ms. Grayson and other aggrieved employees. PETSMART maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Ms. Grayson and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission ("IWC") Wage Order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

"The 'nature of the work' refers to an employee's tasks performed at a given location for which a right to a suitable seat is claimed, rather than a 'holistic' consideration of the entire range of an employee's duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for." *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). "Whether the nature of the work reasonably permits sitting is a question

¹ These facts, theories, and claims are based on Ms. Grayson's experience and counsel's review of those records currently available relating to Ms. Grayson's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Grayson reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to be determined objectively based on the totality of the circumstances. An employer's business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee's characteristics." *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is "infeasible because no suitable seating exists." *See id.*

PETSMART's California retail stores are generally similar in their layout and design and there was, and continues to be, space at cashwraps that could allow for the presence and use of a seat or stool by Ms. Grayson and other aggrieved employees during the performance of their work duties at the cashwraps. However, PETSMART has designed its cashwraps to require Ms. Grayson and other aggrieved employees to stand while performing their cashwrap duties. PETSMART could have designed its cashwraps in a manner that allowed Ms. Grayson and other aggrieved employees to sit while performing cashwrap duties and could have placed suitable seats or stools at or near each cashwrap for use by Ms. Grayson and other aggrieved employees. Instead, PETSMART designed its cashwraps to require Ms. Grayson and other aggrieved employees to stand at the work area(s) and did not provide suitable seats or stools they could use while working at the cashwrap. In addition, PETSMART prohibited Ms. Grayson and other aggrieved employees from sitting while working, and PETSMART's management failed to expressly advise Ms. Grayson and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Grayson performed cashiering duties at the cashwrap and spent a significant portion of her day behind the cash register. Other aggrieved employees similarly spent a portion of their day at cashwraps performing cashier duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Ms. Grayson and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cashwraps at any of PETSMART's retail stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, PETSMART systematically, and on a company-wide basis, designed cashwraps to require employees to stand while performing their cashier duties and did not provide suitable seats at cashwraps, forcing Ms. Grayson and other aggrieved employees to stand throughout their work shifts.

PETSMART violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Grayson and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. PETSMART's management did not inform Ms. Grayson and other aggrieved employees that they were allowed to sit down or provide any means for them to sit down. PETSMART's failure to provide suitable seating to Ms. Grayson and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Grayson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area(s) under subdivision 14(B) during “lulls in operation.” *Id.*

PETSMART has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During her employment, Ms. Grayson experienced lulls in her work at various times during a typical shift, especially when the store was not busy, such as on Mondays and in the mid-to-late afternoon. During these lulls, when Ms. Grayson was not actively performing tasks (which, on information and belief, PETSMART would claim that the nature of the work requires standing), Ms. Grayson could have taken a moment to sit and rest her legs, back, and feet if seating was provided. PETSMART could provide Ms. Grayson and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seats and forces Ms. Grayson and other aggrieved employees to stand throughout the day. Moreover, on information and belief, PETSMART did not inform Ms. Grayson and other aggrieved employees of their rights to a seat or stool under California law. PETSMART’s failure to provide suitable seating to Ms. Grayson and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in what PETSMART claims are their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Grayson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PETSMART into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Ms. Grayson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the

State of California against PETSMART for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Ms. Grayson seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: PETSMART LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 2490

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

GRASSON
V. PETSMART
Postmark

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PETSMART LLC
19601 NORTH 27TH AVENUE
PHOENIX, AZ 85027



9590 9402 8803 4005 5685 99

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2490

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt