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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

12 ERIC WEEKLY, on behalf of himself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 WAYFAIR LLC, a Delaware Limited
17 Liability Company; and DOES 1 through 50,
inclusive,

18 *Defendants.*

Case No. **26CV165134**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff ERIC WEEKLY ("Plaintiff"), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants WAYFAIR LLC, a
5 Delaware Limited Liability Company; and DOES 1 through 50, inclusive, (collectively referred to
6 as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
7 Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
10 (2) failed to provide them with rest periods;
11 (3) failed to pay them premium wages for missed meal and/or rest periods;
12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
14 (5) failed to pay them at least minimum wage for all hours worked;
15 (6) failed to pay them overtime wages at the correct rate;
16 (7) failed to pay them for all vested vacation pay;
17 (8) failed to reimburse them for all necessary business expenses;
18 (9) failed to provide them with accurate written wage statements; and
19 (10) failed to pay them all of their final wages following separation of employment.

20 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
21 and statutory penalties, and related relief on behalf of himself and all others similarly situated, all
22 other aggrieved employees, and the State of California.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
25 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
26 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

27 3. Venue is proper in COUNTY OF ALAMEDA pursuant to Code of Civil Procedure
28 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the

1 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
2 transacts business, and/or has an agent therein.

3 **PARTIES**

4 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
5 residing in the State of California.

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
7 WAYFAIR LLC is, and at all relevant times mentioned herein, a Delaware Limited Liability
8 Company doing business in the State of California.

9 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
10 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
11 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
12 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
13 fictitiously named defendants are responsible in some manner for the occurrences, acts and
14 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
15 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
16 capacities of the DOE defendants when ascertained.

17 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
18 mentioned herein, some or all of the defendants were the representatives, agents, employees,
19 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
20 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
21 and scope of such relationship and with the full knowledge, consent, and ratification by such other
22 defendants.

23 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
25 approximately October 30, 2024 through June 20, 2025.

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Donning and Doffing

9. At all relevant times, Plaintiff and the aggrieved employees were required by Defendants to don and doff mandatory work uniforms and personal protective equipment ("PPE"), including but not limited to a safety vest, in connection with each shift.

10. Defendants required Plaintiff and the aggrieved employees to don their required uniforms and PPE prior to clocking in at the start of each shift and to doff the same after clocking out at the end of each shift.

11. The time spent donning or doffing their work uniforms and PPE was considered to be on the employee's personal time for which Defendants failed to record or pay Plaintiff and aggrieved employees for this time.

12. As a direct and proximate result of Defendants' policies and practices, Defendants failed to pay Plaintiff and the aggrieved employees for all hours worked, including time spent donning and doffing mandatory work uniforms and PPE.

Missed Meal Periods

13. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

14. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

15. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five

1 (5) hours worked due to complying with Defendants' productivity requirements that required
2 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
3 assignments on time.

4 **Missed Rest Periods**

5 16. Plaintiff and the aggrieved employees were not provided with rest periods of at least
6 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
7 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
8 understaffing each work shift with not enough workers; (3) imposing so much work on each
9 employee such that it made it unlikely that an employee would be able to take their breaks if they
10 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
11 encouraged employees to take their meal and rest periods.

12 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
13 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
14 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
15 and the aggrieved employees to work through their rest periods in order to complete their
16 assignments on time.

17 **Vacation Pay**

18 18. Plaintiff and the aggrieved employees accrued vacation wages during their
19 employment with Defendants.

20 19. Vacation wages are considered a form of wages under Labor Code § 200. Vested
21 vacation pay and other similar forms of paid time off earned based on labor performed are
22 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
23 applicable rates required by law.

24 20. At all relevant times, Defendants maintained policies that provide for the unlawful
25 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
26 *Up Co.*, (1982) 31 Cal. 3d 774.

27 21. Plaintiff and the aggrieved employees are entitled to vacation accrued during their
28 employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not

1 paid all accrued vacation pay.

2 **Expense Reimbursement**

3 22. Plaintiff and the aggrieved employees were required to utilize their own personal cell
4 phones to perform their job duties.

5 23. Plaintiff and the aggrieved employees were not reimbursed for business expenses
6 incurred in using their personal cell phones to perform job duties such as taking reference
7 photographs of product numbers and other work-related items.

8 24. In addition, Plaintiff and the aggrieved employees were not paid at least two times
9 the minimum wage for all hours worked.

10 25. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
11 necessary business expenses incurred by them.

12 **Wage Statements**

13 26. Plaintiff and the aggrieved employees were not provided with accurate wage
14 statements as mandated by law pursuant to Labor Code § 226.

15 27. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
16 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
17 clock" work were not included.

18 28. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
19 worked by the employee" were not accurately reflected in that all hours worked, including overtime
20 and "off-the-clock" work were not included.

21 29. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
22 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
23 clock" work were not included.

24 30. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee" were not accurately reflected in that all hours worked, including
27 overtime and "off-the-clock" work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 31. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 32. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

7 33. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 himself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 34. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 35. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 36. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3,
20 510, 512, 1194, 1197, 1198 and 2802:

- 21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
22 and 2802, one hundred dollars (\$100) for each employee per pay period for
23 each initial violation and two hundred dollars (\$200) for each employee per
24 pay period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));
- 26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 28 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus 25% of the amount
3 unlawfully withheld from each employee, for each initial violation that was
4 either willful or intentional, and two hundred dollars (\$200) for each
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
6 from each employee, for each subsequent violation, regardless of whether the
7 subsequent violation was either willful or intentional (penalties set by Labor
8 Code § 210);

9 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
10 citation, two hundred and fifty dollars (\$250) for each employee for each
11 violation. Alternatively, if an initial citation or its equivalent occurred before
12 the filing of this action, one thousand dollars (\$1,000) for each employee for
13 each violation (penalties set by Labor Code § 226.3);

14 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
15 employee for each initial pay period for which the employee was underpaid,
16 and one hundred dollars (\$100) for each employee for each subsequent pay
17 period for which the employee was underpaid (penalties set by Labor Code §
18 558);

19 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
20 aggrieved employee for each initial violation of Labor Code § 1197 that was
21 intentional and two hundred and fifty dollars (\$250) for each aggrieved
22 employee per pay period for each subsequent violation of Labor Code §
23 1197, regardless of whether the initial violation was intentional (penalties set
24 by Labor Code § 1197.1);

25 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
26 attorneys' fees and costs in connection with Plaintiff's claims for civil
27 penalties.
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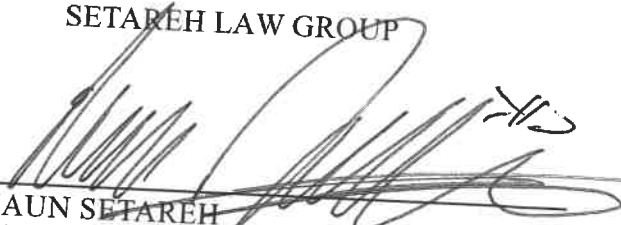
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: January 14, 2026

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