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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12 JULIANA RODRIGUEZ, on behalf of herself
and all other aggrieved employees, and the
13 general public,

14 *Plaintiff,*

15 v.

16 RH US, LLC, a Delaware Limited Liability
Company; RESTORATION HARDWARE,
17 INC., a Delaware Stock Corporation; RH
WHICH WILL DO BUSINESS IN
18 CALIFORNIA AS RESTORATION
HARDWARE HOLDINGS, INC., a Delaware
19 Stock Corporation; and DOES 1 through 50,
inclusive,

20 *Defendants.*
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Case No. **26STCV16567**

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff JULIANA RODRIGUEZ (“Plaintiff”), on behalf of herself 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 RH US, LLC, a
5 Delaware Limited Liability Company; RESTORATION HARDWARE, INC., a Delaware Stock
6 Corporation; RH WHICH WILL DO BUSINESS IN CALIFORNIA AS RESTORATION
7 HARDWARE HOLDINGS, INC., a Delaware Stock Corporation; and DOES 1 through 50,
8 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As
9 set forth below, Plaintiff alleges that Defendants have

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

19 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
20 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
21 other aggrieved employees, and the State of California.

22 **JURISDICTION AND VENUE**

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

26 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
27 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
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1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, 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 RH US,
7 LLC is, and at all relevant times mentioned herein, a Delaware Limited Liability Company doing
8 business in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
10 RESTORATION HARDWARE, INC. is, and at all relevant times mentioned herein, a Delaware
11 Stock Corporation doing business in the State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant RH
13 WHICH WILL DO BUSINESS IN CALIFORNIA AS RESTORATION HARDWARE
14 HOLDINGS, INC. is, and at all relevant times mentioned herein, a Delaware Stock Corporation
15 doing business in the State of California.

16 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
17 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
18 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
19 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
20 fictitiously named defendants are responsible in some manner for the occurrences, acts and
21 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
22 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
23 capacities of the DOE defendants when ascertained.

24 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
25 mentioned herein, some or all of the defendants were the representatives, agents, employees,
26 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
27 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
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1 and scope of such relationship and with the full knowledge, consent, and ratification by such other
2 defendants.

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

4 10. Plaintiff worked for Defendants as an hourly, non-exempt employee from
5 approximately September 2024 through October 2025.

6 **Clock In Process**

7 11. Plaintiff and the aggrieved employees were trained to clock in for each work shift
8 using the company computer assigned to them. Plaintiff and the aggrieved employees were
9 required to first turn on their computer and wait for it to be loaded. It generally took approximately
10 three to six minutes for it to boot up.

11 12. Occasionally, Plaintiff and the aggrieved employees would encounter login errors or
12 computer crashes that would require them to restart the entire boot up process. The entire time
13 spent booting up the computer would not be accurately recorded and therefore resulted in Plaintiff
14 and the aggrieved employees not being paid for all hours worked while waiting for the computer the
15 boot up.

16 13. Accordingly, by the time Plaintiff and the aggrieved employees logged into
17 Convergence, fifteen to thirty minutes or more may have already passed – This time was not
18 properly recorded as time worked and resulted in Plaintiff and the aggrieved employees not being
19 paid for all hours worked by Defendants.

20 **Missed Meal Periods**

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

15. 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.

16. During meal periods, Defendants required Plaintiff to continue performing work duties, including but not limited to printing checks. Defendants' timekeeping system further prevented Plaintiff and the aggrieved employees from clocking back in from meal periods until thirty (30) minutes had elapsed, regardless of whether they had resumed work duties before that time. As a result, Plaintiff was unable to accurately record all time worked during interrupted and shortened meal periods. Although Plaintiff noted interrupted and noncompliant meal periods in comments on her time records, Defendants failed to provide legally required meal period premiums.

Missed Rest Periods

17. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest 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.

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

Expense Reimbursement

19. Plaintiff and the aggrieved employees members were required to utilize their own

1 personal resources, including home utilities and personal equipment, to perform their job duties
2 when working from home.

3 20. Plaintiff and the aggrieved employees members were not reimbursed for business
4 expenses incurred in connection with their work-from-home duties, including but not limited to
5 home utilities, internet usage, and personally provided equipment such as monitors.

6 21. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
7 necessary business expenses incurred by them.

8 **Wage Statements**

9 22. Plaintiff and the aggrieved employees were not provided with accurate wage
10 statements as mandated by law pursuant to Labor Code § 226.

11 23. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
12 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
13 clock” work were not included.

14 24. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
15 worked by the employee” were not accurately reflected in that all hours worked, including overtime
16 and “off-the-clock” work were not included.

17 25. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
18 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
19 clock” work were not included.

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

24 **FIRST CAUSE OF ACTION**

25 **CIVIL PENALTIES**

26 **(Lab. Code §§ 2698 *et seq.*)**

27 27. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 28. During the applicable limitations period, Defendants have violated Labor Code §§

1 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

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

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

10 31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
11 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
12 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
13 intent to investigate.

14 32. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
15 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
16 512, 1194, 1197, 1198 and 2802:

- 17 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
18 2802, one hundred dollars (\$100) for each employee per pay period for each
19 initial violation and two hundred dollars (\$200) for each employee per pay
20 period for each subsequent violation (penalties set by Labor Code §
21 2699(f)(2));
- 22 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
23 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 24 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
25 employee for each initial violation that was neither willful nor intentional,
26 two hundred dollars (\$200) for each employee, plus 25% of the amount
27 unlawfully withheld from each employee, for each initial violation that was
28 either willful or intentional, and two hundred dollars (\$200) for each

1 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
2 from each employee, for each subsequent violation, regardless of whether the
3 subsequent violation was either willful or intentional (penalties set by Labor
4 Code § 210);

5 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional,
7 two hundred dollars (\$200) for each employee, plus twenty-five percent
8 (25%) of the amount unlawfully withheld from each employee, for each
9 initial violation that was either willful or intentional, and two hundred dollars
10 (\$200) for each employee, plus twenty-five percent (25%) of the amount
11 unlawfully withheld from each employee, for each subsequent violation,
12 regardless of whether the subsequent violation was either willful or
13 intentional (penalties set by Labor Code § 225.5);

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

19 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
20 employee for each initial pay period for which the employee was underpaid,
21 and one hundred dollars (\$100) for each employee for each subsequent pay
22 period for which the employee was underpaid (penalties set by Labor Code §
23 558);

24 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
25 aggrieved employee for each initial violation of Labor Code § 1197 that was
26 intentional and two hundred and fifty dollars (\$250) for each aggrieved
27 employee per pay period for each subsequent violation of Labor Code §
28 1197, regardless of whether the initial violation was intentional (penalties set

1 by Labor Code § 1197.1);

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3 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
4 attorneys' fees and costs in connection with Plaintiff's claims for civil
5 penalties.

6 **PRAYER FOR RELIEF**

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

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

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16 Dated: May 18, 2026

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