

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Bradley Fagnani (SBN 261330)
bradley@setarehlaw.com
3 Victoria Mas (SBN 365896)
vmass@setarehlaw.com
4 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff JOHNATHON EADDY

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF KERN
12 UNLIMITED JURISDICTION

13 JOHNATHON EADDY, on behalf of himself
14 and all other aggrieved employees, and the
general public,

15 *Plaintiff,*

16 v.

17 IKEA US RETAIL LLC, a Pennsylvania
18 Company; and DOES 1 through 50, inclusive,

19 *Defendants.*

Case No. 26CUB02066

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff JOHNATHON EADDY ("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 IKEA US RETAIL
5 LLC, a Pennsylvania Company; and DOES 1 through 50, inclusive, (collectively referred to as
6 "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 overtime and/or double time wages by failing to include all
15 applicable remuneration in calculating the regular rate of pay;
- 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 representative action to recover unpaid
20 wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly
21 situated, all 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 KERNO pursuant to Code of Civil Procedure §§
27 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
28 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,

1 transacts business, and/or has an agent therein.

2 **PARTIES**

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

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant IKEA US
6 RETAIL LLC is, and at all relevant times mentioned herein, a Pennsylvania Company doing
7 business in the State of California.

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

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

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

23 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
24 approximately October 14, 2024, through December 12, 2025.

25 **Missed Meal Periods**

26 9. Plaintiff and the aggrieved employees were not provided with meal periods of at
27 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
28 scheduling each meal period as part of each work shift; (2) chronically understaffing each work

1 shift with not enough workers; (3) imposing so much work on each employee such that it made it
2 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
3 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
4 meal and rest periods.

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

10 **Missed Rest Periods**

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

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

23 **Regular Rate of Pay**

24 13. The regular rate of pay under California law includes all remuneration for
25 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
26 not limited, to, commissions and non-discretionary bonuses.

27 14. During the applicable limitations period, Defendants violated the rights of Plaintiff
28 and the aggrieved employees under the above-referenced Labor Code sections by failing to pay

1 them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and
2 1198 as a result of not correctly calculating their regular rate of pay to include all applicable
3 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

4 **Expense Reimbursement**

5 15. Plaintiff and the aggrieved employees members were required to utilize their own
6 personal uniforms and cellphones to perform their job duties.

7 16. Plaintiff and the aggrieved employees members were not reimbursed for business
8 expenses incurred in purchasing and maintaining proper uniforms as well as cellphone usage.

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

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

13 **Wage Statements**

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

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

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

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

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

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

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

5 25. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

7 26. 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 27. 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 28. 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 29. 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, 223, 226(a), 226.7,
20 227.3, 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 § 223, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus twenty-five percent
12 (25%) of the amount unlawfully withheld from each employee, for each
13 initial violation that was either willful or intentional, and two hundred dollars
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount
15 unlawfully withheld from each employee, for each subsequent violation,
16 regardless of whether the subsequent violation was either willful or
17 intentional (penalties set by Labor Code § 225.5);

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

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
24 employee for each initial pay period for which the employee was underpaid,
25 and one hundred dollars (\$100) for each employee for each subsequent pay
26 period for which the employee was underpaid (penalties set by Labor Code §
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

1 aggrieved employee for each initial violation of Labor Code § 1197 that was
2 intentional and two hundred and fifty dollars (\$250) for each aggrieved
3 employee per pay period for each subsequent violation of Labor Code §
4 1197, regardless of whether the initial violation was intentional (penalties set
5 by Labor Code § 1197.1);

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

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, and the
11 general public, prays for relief and judgment against Defendants as follows:

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

18
19 Dated: May 26, 2026

SETAREH LAW GROUP

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23 SHAUN SETAREH
24 BRADLEY FAGNANI
25 VICTORIA MAS
26 Attorneys for Plaintiff
27 JOHNATHON EADDY
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